

**NOTICE TO BIDDERS,  
SPECIFICATIONS, CONTRACT  
AND CONTRACT BOND  
FOR  
HIGHWAY IMPROVEMENT  
County of Cook, Illinois**



Toni Preckwinkle  
Cook County Board President

John Yonan, P.E.  
Superintendent of Highways

Maria de Lourdes Coss, CPPO  
Chief Procurement Officer

**Letting: May 23, 2012**

**SECTION: 12-W5602-06-RP on Route No. W56**

**Known as State Street  
26<sup>th</sup> Street to Joe Orr Road**

**Cook County Purchasing Contract No.: 12-23-187**

**NOTICE TO PROSPECTIVE BIDDERS: BIDDERS MUST RETURN THE ENTIRE BID**

The Specifications can be downloaded at <http://198.65.148.209/purchasing/public/index.php> (follow online instructions to register, if you have not already). When the plans are not included in the bid document, you must download the Plans (Drawings) at <ftp://130.94.31.166/> (user name: highway; password ftpt3st)

**Pre-Bid Meeting: Tuesday, May 8, 2012**  
Cook County Highway Department -  
69 W. Washington Street, Suite 2260  
Chicago, Illinois 60602

All questions are due on Friday, May 11, 2012, no later than 3:00pm Chicago time

Send all questions via e-mails to: [edmund.rendon@cookcountyil.gov](mailto:edmund.rendon@cookcountyil.gov) – Edmund Rendon, Contract Negotiator

Bid Submitted by:



Bid Bond is included



A Cashier's Check or a Certified Check is Included

Name Triggi Construction, Inc. Phone No. 630/584-4490  
Address POB 235, 1975 Powis Road  
City West Chicago State IL Zip Code 60186-0235

THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT

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Robert Steele  
Jerry Butler  
William M. Beavers  
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Joan P. Murphy  
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1<sup>st</sup> Dist.  
2<sup>nd</sup> Dist.  
3<sup>rd</sup> Dist.  
4<sup>th</sup> Dist.  
5<sup>th</sup> Dist.  
6<sup>th</sup> Dist.  
7<sup>th</sup> Dist.  
8<sup>th</sup> Dist.  
9<sup>th</sup> Dist.

Bridget Gainer  
John P. Daley  
John A. Fritchey  
Lawrence Suffredin  
Gregg Goslin  
Timothy O. Schneider  
Jeffrey R. Tobolski  
Elizabeth Ann Doody Gorman

10<sup>th</sup> Dist.  
11<sup>th</sup> Dist.  
12<sup>th</sup> Dist.  
13<sup>th</sup> Dist.  
14<sup>th</sup> Dist.  
15<sup>th</sup> Dist.  
16<sup>th</sup> Dist.  
17<sup>th</sup> Dist.



COUNTY OF COOK  
BUREAU OF FINANCE  
OFFICE OF THE CHIEF PROCUREMENT OFFICER  
MARIA DE LOURDES COSS  
CHIEF PROCUREMENT OFFICER

County Building  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602-1304  
TEL: (312) 603-5370

May 14, 2012

ADDENDUM NO. 1

Contract Document #12-23-187  
State Street: 26<sup>th</sup> Street to Joe Orr Road  
Section 12-W5602-06-RP

This Addendum No. 1 provides Response to Questions, Revised Contract Documents and Pre-Bid Sign-In Sheets. Please take this information into consideration on your proposal. Please acknowledge this addendum in your proposal.

I. Response to Questions submitted thru May 11, 2012:

1. **Question:** Does an original "Subcontractor Certification concerning Labor Standards and Prevailing Wage Requirements" have to be submitted with this bid? Could we submit copies and follow up with the originals like we do with the DBE documents?

**Answer:** Please see Addendum No. 1 for revised Special Provision No. 1: "Subcontractor Certification concerning Labor Standards and Prevailing Wage Requirements".

2. **Question:** Our insurance carrier needs company names and train traffic information in order to price the separate policies. Please furnish this information.

**Answer:** Please see Addendum No. 1 for revised Special Provision No. 11: Railroad Protective Liability Insurance and for "State Street Railroad Information".

3. **Question:** This project requires railroad protective insurance. However, the railroad info. page (Page #58) has been left blank. Please provide the railroad info. in order to obtain insurance quotes.

**Answer:** Please see response to Question No. 2 above.

4. **Question:** General Note #23 on the plans states: "All earth excavation, supplemental watering, top soil, and sodding shall be included in the unit price for Combination Concrete Curb and Gutter, Type B-6.24". Is this something new? Why do we have pay items for the top soil and sodding? What are the pay items for?

**Answer:** At locations where existing Combination Curb and Gutter shows signs of failure, the damaged curb and gutter shall be replaced with Combination Concrete Curb and Gutter, Type B-6.24, as directed by the Engineer. Restoration of the parkway behind the new combination curb and gutter shall be with topsoil and sodding, which have been included in the Summary of Quantities. The cost of fertilizer nutrients and supplemental watering shall be included in the unit bid price per Square Yard for Sodding.



Printed on Recycled Paper

## **II. Revised Contract Pages (6 pages)**

1. Remove Special Provision No. 1: Definition of Terms and Information for Bidders and replace with Special Provision No. 1 – Addendum No. 1
  - The revised pages allow for copies rather than originals of "Subcontractor Certification concerning Labor Standards and Prevailing Wage Requirements" to be submitted with bid.
2. Remove Special Provision No. 11: Railroad Protective Liability Insurance and replace with Special Provision No. 11 – Addendum No. 1
  - The revised page indicates there are four railroad crossings on this project and directs contractors to "State Street Railroad Information" for insured and track information.
3. Insert "State Street Railroad Information" after Special Provision No. 11 Addendum No. 1
  - This provides company names and train traffic information.

## **III. Pre-Bid Sign-In Sheet – May 8, 2012 (2 pages)**

## **II. Revised Contract Pages (6 pages)**

**BY ORDER**  
**BOARD OF COUNTY COMMISSIONERS**  
**THE COUNTY OF COOK**  
**MARIA DE LOURDES COSS**  
**CHIEF PROCUREMENT OFFICER**  
**JOHN J. YONAN, P.E.**  
**SUPERINTENDENT OF HIGHWAYS**  
**DEFINITION OF TERMS**

**PLANS.** The plans herein referred to are those prepared by the County Superintendent of Highways. The plans which cover the proposed improvement are designated by the section and route numbers inscribed herein and include all standard and special designs pertaining to the proposed improvement.

**SPECIFICATIONS.** The specifications herein referred to are the Standard Specifications for Road and Bridge Construction, Supplemental Specifications, the special provisions and all written agreements and documents of any description pertaining to the method or manner of performing the work and the quantity or quality of materials to be furnished under the contract. The Standard Specifications for Road and Bridge Construction are those prepared by the Department of Transportation of the State of Illinois, adopted January 1, 2012. The Supplemental Specifications are those prepared by the Department of Transportation of the State of Illinois.

**INTENT OF PLANS AND SPECIFICATIONS.** The intent of those plans and specifications is to prescribe a complete outline of the proposed improvement which the Contractor undertakes to construct in full compliance with the contract. In case of discrepancy, plans shall govern over Standard and Supplemental Specifications and Special Provisions shall govern over plans and specifications.

**ABOUT REQUESTS FOR PLANS & PROPOSALS**

The Specification can be downloaded at <http://198.65.148.209/purchasing/bids/listallhighway.php> (follow online instructions to register, if you have not already). When the plans are not included in the bid document on the http site, you must also download the Plans (Drawings) at <ftp://130.94.31.166/> (user name: highway; password ftpt3st).

A compact disk containing the bid documents will be available at the Cook County Building, 118 North Clark Street, Chicago, IL 60602 at Room 1018. One compact disk per company at no charge.

## INFORMATION for BIDDERS

- 1) If the prospective bidder is in doubt as to the meaning of any part of the plans, specifications of other proposed contract documents, they may submit a written clarification to the Chief Procurement Officer (CPO) for an interpretation thereof. The prospective bidder submitting the request will be responsible for the prompt delivery to the Chief Procurement Officer. Any interpretation of the proposal documents will be made by an addendum duly issued through the Cook County Purchasing website.
- 2) An estimate of quantities of work to be done and material to be furnished under the specifications will be found in the Schedule of Prices. It is the result of calculations and is given as a basis for a comparison of bids and award of a contract.
- 3) The bidder should include in the bid price in his bid for any taxes such as Occupational, Social Security, Unemployment Compensation, etc., which he might be required to pay in connection with the construction of the proposed improvement. The County of Cook will not reimburse the Contractor for the payment of any such taxes.
- 4) The Board of County Commissioners for the County of Cook reserves the right to reject any or all bids and to waive technicalities of form. Bids may be rejected if current work being performed for the County of Cook by the bidder has been unsatisfactory from the standpoint of workmanship or progress, or if the contractor has been awarded work by others subsequent to the issuance of the bid, which may, in the judgement of said Board of County Commissioners of Cook County endanger the prompt completion of the proposed improvement.
- 5) The bidder shall include in his bid a Bid Guarantee in accordance with provisions contained in the proposal form. The return of the bid guarantee will be in accordance with provisions contained in the bid form.
- 6) The bidder who submits the bid accepted by said Board of Cook County Commissioners shall execute a contract and furnish a satisfactory Surety Bond in the amount of one hundred percent (100%) of the contract price within **fourteen (14) days** after receiving notice of acceptance. Such acceptance being contingent upon the fulfillment of this requirement by said bidder. Failure on the part of said bidder to so execute a Contract and Surety Bond shall be considered just cause for the forfeiture of the bid guaranty as payment of liquidated damages sustained by the County of Cook as the result of such, and the annulment of acceptance of the proposal.
- 7) If bidder is submitting a bid as a Joint Venture, bidder shall complete the County's Joint Venture Forms and shall submit such Joint Venture Forms **when the bid is submitted**. Bidder is reminded that compliance with the Assumed Business Name Act (805 ILCS 405/1 et seq.) is required of all Joint Ventures.

**8) The following completed documents are to be submitted with the Bid:**

Joint Venture Forms	1 original
Economic Disclosure Statement and Execution Documents:	
IDOT Certificate of Eligibility	1 copy
IDOT Affidavit of Availability	1 copy
DBE Utilization Plan	1 copy
<b>(Note: If original cannot be provided a copy is acceptable. See below)</b>	
DBE Participation Plan	1 copy
<b>(Note: If original cannot be provided a copy is acceptable. See below)</b>	
Letter of Intent from DBE to Perform	
as Subcontractor, Supplier and/or Consultant	1 copy
<b>(Note: If original cannot be provided a copy is acceptable. See below)</b>	
Petition for Reduction/Waiver of DBE Participation Goals	1 original
Contractor Certifications	1 original
Economic and Other Required Disclosures	1 original
Lobby, Local Business Preference,	
Real Estate Ownership	1 original
Affidavit of Child Support Obligations	1 original
Disclosure of Ownership Interest Statement	1 original
Familial Relationship Disclosure Provision	1 original
Certification Concerning Labor Standards	
And Prevailing Wage Requirements	1 original
Subcontractors Certification Concerning Labor Standards	
and Prevailing Wage Requirements	1 copy
Execution Pages:	
Sole Proprietor Signature Page	8 originals
Partnership and/or Joint Venture Signature Page	8 originals
Corporation Signature Page	8 originals
Bid Deposit Form	1 original
Proposal Bid Bond	1 original
Surety Statement of Qualifications	1 original

**The following documents are to be submitted subsequent to notice of acceptance within fourteen (14) calendar days:**

Performance and Payment Bond	1 original
Owners, Contractor's and Protective (OCP) Liability	
Insurance Binder	1 original
Certificates of Insurance evidencing:	
Worker's Compensation and Employer's Liability	1 original
Commercial General Liability	1 original
Commercial Automobile Liability	1 original
Umbrella Liability Insurance	1 original
Railroad Protective Liability (when applicable)	1 original & 1 certified copy

**Please forward documents due within fourteen (14) days of notice of acceptance to:**

**Cook County Highway Department  
Contract Documents  
69 West Washington Street  
Suite 2200  
Chicago, IL 60602**



**SPECIAL PROVISION  
FOR  
RAILROAD PROTECTIVE LIABILITY INSURANCE**

The contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications. The limits under this Special Provision are to be not less than \$5,000,000.00 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000.00 over the life of the policy.

There are four railroad crossings on this project. See attached chart for insured and track information.

**Basis of Payment** - The costs for providing insurance, as noted above, will be paid for as the contract unit price per lump sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

**Approval of Insurance** – Within ten (10) calendar days of notice of award, The **ORIGINAL AND ONE CERTIFIED** copy of each required policy shall be submitted for approval, when applicable.

The Contractor will be advised when the Department has received approval of the insurance from the railroads. Before any work begins on railroad right-of-way, the Contractor shall submit to the Resident Engineer evidence that the required Railroad Protective Liability Insurance has been approved by the railroads. The Contractor shall also provide the Resident Engineer with the expiration date of each required policy.

# STATE STREET RAILROAD INFORMATION

Railroad	Contact Person	Station Location	Street Location	Tracks Freight	Through Trains	Switches	MPH	Right of Entry Permit	Flagman
Union Pacific	Daryl Clark Sr. Admin. Clerk 301 W. Lake Street North Lake, IL 60164 708-649-5273 dclark@up.com	Sta. 47+84 to 48+80	North of 22nd St.	2	8	2	10	\$0	\$1200/day
Canadian National	Patrick Jones Mgr. Public Works 17641 S. Ashland Ave. Homewood, IL 60430 708-332-3557 patrick.jones@cn.ca	Sta. 47+84 to 48+80	North of 22nd St.	4	15	n/a	45	\$750	\$1000/day
Chicago Heights Terminal Transfer	Daryl Clark Sr. Admin. Clerk 301 W. Lake Street North Lake, IL 60164 708-649-5273 dclark@up.com	Sta. 55+25 to 56+21	17th Street	7	8	15	10	\$0	\$1200/day
		Sta. 106+25 to 106+40	N of 10th Street & S of Lincoln Hwy	1	0	4	10	\$0	\$1200/day
		Sta. 134+62 to 134+78	17th Street	1	0	2	10	\$0	\$1200/day

### **III. Pre-Bid Sign-In Sheet – May 8, 2012 (2 pages)**

Pre-Bid Sign-In Sheet – May 8, 2012  
 69 West Washington, Room 2260 at 11:00 am  
 Contract #12-23-187: State Street – 26<sup>th</sup> Street to Joe Orr Road  
 Contract #12-28-221: Palatine Township – Various Locations

Attendee Name: <u>PERRY BROOKS</u> Company Name: <u>K-FIVE CONST.</u> Company Address: <u>13769 MAIN ST</u> <u>LEMONT, IL 60439</u> Telephone: <u>(630) 257-5600</u> Fax: <u>(630) 257-6788</u> E-Mail: <u>PERRYB@K-FIVE.NET</u> <p align="center"><small>Please print clearly</small></p>
Attendee Name: _____ Company Name: _____ Company Address: _____ Telephone: _____ Fax: _____ E-Mail: _____ <p align="center"><small>Please print clearly</small></p>
Attendee Name: _____ Company Name: _____ Company Address: _____ Telephone: _____ E-Mail: _____ <p align="center"><small>Please print clearly</small></p>
Attendee Name: _____ Company Name: _____ Company Address: _____ Telephone: _____ Fax: _____ E-Mail: _____ <p align="center"><small>Please print clearly</small></p>



13769 MAIN STREET  
 LEMONT, ILLINOIS 60439

PERRY BROOKS

(630) 257-5600  
 Fax: (630) 257-6788  
 email: perryb@k-five.net  
 www.k-five.net



**TOM GALINDO**  
 ETHICS INVESTIGATOR

**COOK COUNTY DEPARTMENT OF  
 HUMAN RIGHTS, ETHICS AND WOMEN'S ISSUES**  
 WEBSITE: [www.cookcountyl.gov](http://www.cookcountyl.gov)

69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602-3007  
[Thomas.Galindo@cookcountyl.gov](mailto:Thomas.Galindo@cookcountyl.gov)

312/603-4304 OFFICE  
 312/603-1112 DIRECT  
 312/603-3760 FAX

{Business Card}

{Business Card}

Pre-Bid Sign-In Sheet – May 8, 2012  
69 West Washington, Room 2260 at 11:00 am  
Contract #12-23-187: State Street – 26<sup>th</sup> Street to Joe Orr Road  
Contract #12-28-221: Palatine Township – Various Locations

Attendee Name: Alex Rendina  
Company Name: D-CONST. INC.

Company Address: 1488 So Broadway

Telephone: 815 634-2555

Fax: \_\_\_\_\_

E-Mail: A.RENDINA@DCONSTRUCTION

Please print clearly

Attendee Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Please print clearly

Attendee Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Please print clearly

Attendee Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Please print clearly



**"D" Construction, Inc.**

General Contractor  
1488 So. Broadway  
Coal City, Illinois 60416

Alex Rendina  
Email: a.rendina@dconstruction.net

Office: (815) 634-2555  
Fax: (815) 634-8748  
Mobile: (630) 417-7881



3401 S. Busse Road  
Mt. Prospect, IL 60056-0334  
Phone: 847.437.0700

**NICK EICHENOLD**  
Chief Estimator

Phone: 847.472.7260  
Fax: 847.437.6887  
Email: nicke@arrowroad.com

*QUALITY, EXPERTISE & EXPERIENCE SINCE 1925*



**Chuck Hawrys**

**Rausch Construction Company, Inc.**

2717 South Thirteenth Avenue, Broadview, IL 60155  
Tel: 708.865.7300 ext. 106 Fax: 708.531.5254  
Email: chawrys@rauschconstruction.com  
www.rauschconstruction.com

{Business Card}

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# COUNTY OF COOK

## CHICAGO, ILLINOIS

### NOTICE

#### TO CONTRACTORS FOR A COUNTY HIGHWAY IMPROVEMENT

Notice is hereby given that sealed bids for a County Highway Improvement in the County of Cook, Illinois, as described below, will be received at Room 1018, County Building, and 118 North Clark Street, Chicago, Illinois

until 10:00 a.m. (Local Time) Wednesday, May 23, 2012 and then publicly opened and read aloud

Improvement State Street Township: Bloom

From: 26<sup>th</sup> Street To: Joe Orr Road

Route W56 Section: 12-W5602-06-RP

Cook County Purchasing Contract No.: 12-23-187

#### LOCATION OF IMPROVEMENT

The proposed improvement is part of the public highway system in the County of Cook, State of Illinois, located by section and route before mentioned, and is indicated on the map showing the County Highway System on file in the office of the County Clerk and also in the office of the Illinois Department of Transportation, Division of Highways, Springfield, Illinois.

Station 17+70, a point on the centerline of State Street approximately 516 feet south of the centerline of 26th Street, and continues in a northerly direction to Station 139+61, a point on the centerline of 26th Street approximately 1068 feet north of the centerline of Joe Orr Road, for a total distance of 12,191 feet (2.309 miles) of which 11,859 feet (2.246 miles) are to be improved.

#### DESCRIPTION OF IMPROVEMENT

The improvement consists of repair to the existing P.C.C. pavement along State Street with Class B Patches (10 in.), as required along with Diamond Grinding. Also included will be median removal and replacement repair including Types C-4 and M-7, as required; removal and replacement of damaged P.C. Combination Concrete Curb and Gutter, as required; Crack and Joint Routing and Sealing, as required; traffic protection; drainage repairs and adjustments, as required; guardrail removal and replacement; removal and replacement of detector loops; and removal and replacement of pavement marking, as required.



# COOK COUNTY HIGHWAY DEPARTMENT SPECIAL PROVISION CHECK LIST

EFFECTIVE March 19, 2012 v 2012.4

STATE STREET

26<sup>TH</sup> STREET TO JOE ORR ROAD

Section: 12-W5602-06-RP

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	1	Definition of Terms, Information for Bidders	(CC) Apr. 17, 2012
X	2	Bidding Requirements and Conditions For Contract Proposals	(IL-CC) Jan. 3, 2012
X	3	* Pre-Bid Meeting	(CC) Dec. 28, 2011
X	4	* Wages of Employees on Public Works	(IL-CC) Dec. 28, 2009
X	5	Alternate Proposal/Ordinance	(CC) Dec. 28, 2011
X	6	Responsible Bidder Requirement (Non-Federal Aid)	(IL-CC) Dec. 28, 2011
	7	Required Contract Provisions (Federal Aid Only)	(IL-CC) Jan. 3, 2012
X	8a	* Required Disadvantaged Business Participation (DBE)	(IL-CC) Jan. 30, 2012
	8b	*MBE/WBE Business Participation	(CC) Jan. 26, 2012
X	9	Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)	(IL-CC) Jan. 3, 2012
X	10	Insurance Requirements	(CC) Feb. 2, 2012
	10a	Township Insurance Requirements	(CC) Apr. 18, 2012
X	11	* Railroad Protective Liability Insurance	(IL-CC) Dec. 28, 2011
X	12a	Indemnification for Cook County	(CC) Dec. 28, 2011
	12b	Indemnification (Locals)	(CC) Jan. 23, 2012
X	13	Joint Venture Forms	(CC) Jan. 3, 2012
X	14	Addendum Receipt	(CC) Dec. 28, 2009
	15	ARRA Provisions	(IL) April 1, 2009
X	16	* Combination Bidding Process	(IL-CC) Jan. 1, 2006
X	17	Prompt Pay Mechanisms	(CC) Dec. 28, 2009
	18-22	Not Used	
X	23	Contract Claims	(IL-CC) Mar. 19, 2012
X	24	Pre-Construction Conference	(CC) Mar. 18, 1980
X	25	Mobilization	(CC) Oct. 20, 2009
X	27	Diesel Vehicle Emissions Control (Green Construction Ordinance)	(CC) Dec. 1, 2009
X	28	Processing of Extra Work Payment Requests	(CC) May 1, 1997
	29	Construction Layout Stakes and Survey Control Points	(CC) April 1, 2003
	30	* Municipal Coordination/Transfer of Jurisdiction and/or Maintenance	(CC) July 15, 2000
X	31	Engineer's Field Office	(CC) Sept. 15, 2005
X	32	Construction Debris	(CC) July 1, 2006
	33	Clean Construction and Demolition Debris	(CC) Dec. 1, 2010
	34-45	Not Used	

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	46	Managing Concrete Waste	(CC) Jan 1, 2009
	47	Class B Patches, Special	(CC) Jan. 1, 2008
	48	Class C Patches, Special	(CC) Jan 1, 2008
	49	Pavement Removal and Replacement (10.0 Inch)	(CC) Jan 1, 2008
X	50	Dowel Bars	(CC) Jan 1, 2008
	51	Structural Fiber Reinforced P.C. Concrete Bus Pad (4 Inch)	(CC) Jan 1, 2008
	52	P.C.C. Bonded Overlay (4 Inch)	(CC) Jan. 1, 2007
X	53	Diamond Grinding Concrete Pavement	(CC) Jan. 1, 2007
	54	Saw-Cutting Thin Bonded Concrete Overlay	(CC) Jan. 1, 2007
	55	Crack Routing and Sealing	(IL-CC) Jan 1, 2008
	56	Hot-Mix Asphalt Surface Course, Rubber Modified	(CC) Jan 1, 2008
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	58	Pavement Thickness Deficiency	(CC) Mar. 1, 2008
X	59	Survey Monuments	(CC) April 1, 2008
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	63	Crushed Stone (Temporary Use)	(CC) Jan 1, 2008
	64	Aggregate Subgrade, 12"	(IL) August 1, 2008
	65	Expanded Polystyrene Fill	(CC) May 1, 2003
	66	Cellular Concrete Fill	(CC) July 1, 2006
	67	GEO-GRID Subgrade Reinforcing Mat	(CC) May 1, 2003
	68	Earth Excavation (Special)	(CC) July 1, 2011
X	69	P.C.C. Surface Finish	(CC) April 7, 2010
X	70	Traffic Barrier Terminal, Type 1, Special	(IL-CC) Jan. 1, 2008
X	71	*Scheduling and Landscaping	(CC) Current
X	72	Cutting Hot-Mix Asphalt Surface	(CC) Jan. 1, 2008
	73	Hot Mix Asphalt Driveway Surface Removal	(CC) Jan 1, 2008
	74	Temporary Butt Joints	(CC) Jan 1., 2008
	75	Hot Mix Asphalt Stabilized Sub base	(CC) Jan 1, 2008
	76	Hot-In-Place Asphalt Recycling	(CC) July 1, 2011
	77	Treatment of Cracks	(CC) Jan. 1, 2008
	78	Strip Reflective Crack Control Treatment, Special	(CC) May 1, 2003
	79	Cold Recycled Bituminous Base Course	(CC) Oct. 1, 2009
	80	Temporary By-Pass Pavement	(CC) Jan 1, 2008
	81	Temporary By-Pass Pavement (for use in projects utilizing Federal Aid)	(CC) July 1, 2011

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
82	Reflective Crack Control Treatment	(CC) Jan. 1, 2012
83-116	Not used	
117	Approach Slab Repair	(IL-CC) Oct. 4, 2011
118	Asbestos Waterproofing Membrane & Asbestos Hot Mix Asphalt Surface Removal	(IL) Jan 2, 2007
119	Not Used	
120	Segmental Concrete Block Wall	(CC) Oct. 4, 2010
121	Temporary Soil Retention System	(IL) May 11, 2009
122	Steel Structures	(CC) Nov. 21, 2007
123	Not used	
124	Cleaning and Painting Existing Steel Structures	(IL) May 11, 2009
125	Containment and Disposal of Lead Paint Cleaning Residues	(IL) March 6, 2009
126	Fine or Coarse Aggregate Embankment	(CC) Jan. 12, 2003
127	Strip Seal Joint Assembly with Elastomeric Concrete Headers	(CC) Oct. 3, 2011
128	Drainage System	(IL) Jan. 1, 2007
129	Grating	(CC) Aug. 19, 2011
130	Silicone Bridge Joint Sealer	(IL) Oct. 15, 2011
131	Not used	
132	Deck Slab Repair	(IL) Oct. 15, 2011
133	Bridge Deck Latex Concrete Overlay	(IL) May 11, 2009
134	Surface Finish	(IL-CC) Jan. 1, 2007
135-136	Not used	
137	Welded Wire Fabric, Epoxy Coated	(CC) Nov. 21, 2007
138	Permanent Steel Sheet Piling	(IL) Jan. 1, 2007
139	Temporary Sheet Piling	(IL) Jan. 1, 2007
140	Precast Concrete Junction Chambers	(CC) Nov. 1, 2007
141	Jack and Remove Existing Bearings	(IL) Jan. 1, 2007
142	Jacking Existing Superstructure	(IL) Jan. 1, 2007
143	Junction Chamber	(CC) Jan. 1, 2007
144	Neoprene Expansion Joint Removal	(CC) Oct. 10, 1995
145	Structural Repair of Concrete	(IL) Oct. 16, 2011
146	Polymer Modified Portland Cement Mortar	(IL) Oct. 15, 2011
147	Concrete Wearing Surface	(IL) Oct. 15, 2011
148	Sheet Waterproofing Membrane System	(CC) Nov. 19, 1999
149	Chain Link Fence (Modified)	(CC) Jan. 1, 2004
150-155	Not used	
156	Storm Sewer, (Ductile Iron Pipe) and Storm Sewers, (Extra Strength Vitrified Clay Pipe) in the City of Chicago	(CC) Oct. 20, 2009

		<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
		157	Water Main for Installation in the City of Chicago	(CC) Dec. 21, 2009
		158	Frames, City Electric in the City of Chicago	(CC) April 14, 2009
		159	Lids, City Electric in the City of Chicago	(CC) April 14, 2009
		160	Lids and Lids, ADA Compliant in the City of Chicago	(CC) April 14, 2009
		161	Various City Drainage and Utility Structure Adjustments in the City of Chicago	(CC) Dec. 21, 2009
		162	Storm Sewer (Ductile Iron Pipe and Vitrified Clay Pipe) Installation	(CC) Dec. 1, 2007
		163	Boring and Jacking Storm Sewers, Sanitary Sewers or Water Mains	(CC) Dec. 1, 2007
		164	Storm Sewers Jacked in Place (Over 36 In. Dia.)	(CC) Dec. 21, 2009
		165	Storm Sewer Drilled and Pushed (36 In. Dia. Max.)	(CC) Dec. 1, 2007
		166	Storm Sewers, Abandon and Fill	(CC) Dec. 21, 2007
		167	Storm Sewer to be Televised	(CC) Dec. 30, 2008
		168	Connecting Existing Field Drain Tile	(CC) Dec. 1, 2007
		169	Plugging Existing Drains and Sewers	(CC) Dec. 1, 2007
		170	Blocking Existing Drains and Sewers	(CC) Dec. 21, 2009
		171	Manholes to be Reconstructed, Special; Catch Basins to be Reconstructed, Special; Valve Vaults to be Reconstructed, Special	(CC) Dec. 1, 2007
		172	Filling Existing Manholes, Special; Filling Existing Catch Basins, Special; Filling Existing Inlets, Special	(CC) Jan. 1, 2007
		173	Manholes, Type A, with Restrictor Plates	(CC) Dec. 1, 2007
		174	Pipe Under drains	(IL-CC) Dec. 30, 2008
X		175	Lids and Frames and Lids	(CC) Dec. 1, 2007
		176	Frames and Lids to be Adjusted, Special	(CC) Dec. 21, 2009
		177	Headwall Inlet and Grate	(CC) Dec. 1, 2007
		178	Flared End Sections to be Removed, Flared End Sections to be Relocated	(CC) Dec. 30, 2008
		179	Bracing and Sheeting	(CC) Dec. 1, 2007
		180	Pavement Replacement	(CC) July 1, 2011
		181-184	Not used	
X		185	* Cooperation With Utilities	(CC) Feb. 10, 2012
		186	Water Valve Boxes to be Adjusted and Domestic Meter Vaults to be Adjusted	(CC) Dec. 21, 2009
		187	Domestic Water Service Boxes to be Adjusted	(CC) Dec. 21, 2009
		188	Filling Existing Valve Vaults	(CC) Dec. 21, 2009
		189	Valve Vaults to be Removed	(CC) Dec. 21, 2009
		190	Water Main Installation	(CC) Dec. 1, 2009
		191	Fire Hydrants Vertical Adjustment	(CC) Dec. 21, 2009
		192	Sanitary Sewer Installation	(CC) Dec. 21, 2009
		193	Sanitary Manholes	(CC) Dec. 21, 2009
X		194	Waterproofing of Sanitary Manholes	(CC) July 1, 2011

		<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
		195	Precast Concrete Handling Holes	(IL-CC) Dec. 30, 2008
		196-199	Not used	
X		200	Cleaning Existing Manholes, Catch Basins or Inlets and Cleaning Existing Storm Sewer and Pipe Culverts	(CC) Dec. 1, 2008
		201	Not Used	
		202	* National Pollutant Discharge Elimination System	(CC) Dec. 21, 2009
		203	Not Used	
		204	Maintaining Drainage and Stream Protection	(CC) Dec. 1, 2007
		205	Storm Water Pollution Separation System (VortSentry)	(CC) Dec. 21, 2009
		206	Storm Water Pollution Separation System (SPECIAL)	(CC) Dec. 1, 2007
		207-210	Not used	
		211	Seeding	(CC) Sept. 1, 2002
X		212	Sodding	(CC) Sept. 1, 2002
		213	Trees To Be Planted	(CC) Jan 1, 2008
		214	Salvaging and Transplanting Trees; Salvaging and Transplanting Shrubs	(CC) Sept. 1, 2002
		215	Planting Woody Plants	(CC) Jan. 1, 1997
		216	Seeding, Fine Fescue Blend	(CC) Jan. 1, 2007
		217	Seeding, Class 4B Modified	(CC) Jan. 1, 2007
		218-226	Not used	
X		227	Work Zone Traffic Control	(IL) Current**
		228	Traffic Control Devices – Detour Routing	(CC) Mar. 6, 2003
		229	Not used	
		230	Sign Identification Decal	(CC) Jan. 1, 2012
X		231	Traffic Protection	(CC) Sept. 5, 2007
		232-235	Not Used	
X		236	Project Signs Plaque	(CC) Dec. 1, 2009
X		237	Eradication of Existing Pavement Marking	(CC) Dec. 1, 2009
X		238	Raised Reflective Pavement Marker Removal	(IL) Dec. 1, 2009
		239	Replacement of Raised Reflective Pavement Marker	(IL) Dec. 1, 2009
		240	Not Used	
X		241	Traffic Signal Work General	(CC) April 1, 2011
		242	Construction at Railroad Crossing	(CC) April 1, 2011
		243	Signal Head, Optically Programmed Signal Head and Pedestrian Signal Head	(CC) April 1, 2011
		244	Signal Head, Light Emitting Diode	(CC) April 1, 2011
		245	Pedestrian Countdown Signal Head, Light Emitting Diode	(CC) April 1, 2011
		246	Traffic Signal Backplate	(CC) April 1, 2011

247 Illuminated Sign, Light Emitting Diode (CC) April 1, 2011

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
	248	Traffic Signal Post, Pedestrian Pushbutton Post	(CC) April 1, 2011
	250	Traffic Actuated Controller, Traffic Actuated Controller with Cabinet, Inductive Loop Detector	(CC) April 1, 2011
	251	Master Controller	(CC) April 1, 2011
X	252	Detector Loop	(CC) April 1, 2011
	253	Video Detection System For Temporary Traffic Signal Installation	(CC) April 1, 2011
	254	Pedestrian Pushbutton	(CC) April 1, 2011
	255	Conduit	(CC) April 1, 2011
X	256	Coilable Non-Metallic Conduit	(CC) April 1, 2011
	257	Trench and Backfill for Electrical Work	(CC) April 1, 2011
	258	Electric Cable	(CC) April 1, 2011
	259	Railroad Interconnect Cable	(CC) April 1, 2011
	260	Fiber Optic Cable	(CC) April 1, 2011
	261	System Ground and Grounding Cable	(CC) April 1, 2011
	262	Grounding Existing Handhole Frame and Cover	(CC) April 1, 2011
	263	Service Installation, Pole Mount	(CC) April 1, 2011
	264	Service Installation, Ground Mount	(CC) April 1, 2011
	265	* Electric Service	(CC) April 1, 2011
	266	Handhole	(CC) April 1, 2011
	267	Rebuild Existing Handhole, Rebuild Existing Heavy Duty Handhole, Rebuild Existing Double Handhole	(CC) April 1, 2011
	268	Concrete Foundation	(CC) April 1, 2011
	269	Modify Existing Type "D" Foundation	(CC) April 1, 2011
	270	Remove Existing Traffic Signal Equipment	(CC) April 1, 2011
	271	Temporary Traffic Signal Installation	(CC) April 1, 2011
X	272	Maintenance of Existing Traffic Signal Installation	(CC) July 1, 2011
	273	Emergency Vehicle Priority System	(CC) April 1, 2011
	274	Relocate Existing Emergency Vehicle Priority System, Detector Unit	(CC) April 1, 2011
	275	Relocate Existing Emergency Vehicle Priority System, Phasing Unit	(CC) April 1, 2011
	276	Confirmation Beacon System	(CC) April 1, 2011
	277	Re-Optimize Traffic Signal System	(CC) April 1, 2011
	278	Optimize Traffic Signal System	(CC) April 1, 2011
	279	Median Removal and Replacement	(CC) April 1, 2011
	280	Sidewalk Removal and Replacement	(CC) April 1, 2011
	281	Relocate Existing Light Standard and Luminaire Complete in Place	(CC) April 1, 2011
	282	Maintenance Of Lighting System	(CC) April 1, 2011

283 City Electric Manholes to be Adjusted (CC) April 1, 2011

**No. Description**

**Origin and Date  
Last Revised**

284 Uninterruptible Power Supply (UPS) (CC) April 1, 2011

285 Traffic Signal Cabinet Load Switch (CC) April 1, 2011

286 Temporary Traffic Signal Timings (CC) April 1, 2011

287 Combination Lighting and Traffic Signal Service Installation, Pole Mounted (CC) April 1, 2011

288 Illuminated Street Name Sign (CC) April 1, 2011

289 Relocate Existing Illuminated Street Name Sign (CC) April 1, 2011

290 Video Detection System, Single Camera Processor Video Detection (CC) April 1, 2011

291 Video Detection System, Complete Intersection (CC) April 1, 2011

292 Radar Presence Detector (CC) April 1, 2011

293-300 Not used

\*\* Most current revision date reflected in the Special Provision document.

**Additional Inserted Special Provisions (As Required)**

- 185a Status of Utilities to be Adjusted
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**Additional Document Inclusions (Required)**

*0 01	Cover Sheet	(CC) Feb. 14, 2012
*0 02	Notice Sheet	(CC) Nov. 1, 2011
*C	Proposal Sheet	(CC) Jan 1, 2008
E	Economic Disclosure Statement	(CC) Apr. 20., 2012
	Instructions, *DBE Documents, Contractor Certifications, Economic and Other Disclosures, *Contractor's Certificate Concerning Labor Standards, *Sub-Contractor's Certificate Concerning Labor Standards, Execution Pages	
F	Surety's Statement Of Qualification for Bonding	(CC) June 2, 2011
*H	Performance and Payment of Bond Form	(CC) June 9, 2011
*I	Contract	(CC) Feb. 14, 2012
*J	Schedule of Prices Sheets	(CC) Dec. 28, 2011
*K	Proposal Bid Bond	(CC) Jan. 3, 2012
*L	Bid Deposit Form	(CC) Jan. 3, 2012

\* Special Provisions marked with an asterisk (\*) have information that must be filled in prior to inclusion in the Contract Documents.

**Origin of Special Provisions**

(CC)	Initiated by Cook County Highway Department
(IL)	Initiated by the Illinois Department of Transportation
(IL-CC)	Initiated by the Illinois Department of Transportation and amended by Cook County Highway Department

<b><u>Initiating Bureau/Division</u></b>	<b><u>Cook County Highway Department Special Provision Catalog Number</u></b>
Contract Documents Office	1-20
Construction Bureau	21-40
Pavement Geometrics Division	41-114
Structural Division	115-155
Drainage Division	156-210
Landscaping Division	211-225
Transportation and Planning Bureau	226-240
Electrical Division	241-300



**BY ORDER**  
**BOARD OF COUNTY COMMISSIONERS**  
**THE COUNTY OF COOK**  
**MARIA DE LOURDES COSS**  
**CHIEF PROCUREMENT OFFICER**  
**JOHN J. YONAN, P.E.**  
**SUPERINTENDENT OF HIGHWAYS**  
**DEFINITION OF TERMS**

**PLANS.** The plans herein referred to are those prepared by the County Superintendent of Highways. The plans which cover the proposed improvement are designated by the section and route numbers inscribed herein and include all standard and special designs pertaining to the proposed improvement.

**SPECIFICATIONS.** The specifications herein referred to are the Standard Specifications for Road and Bridge Construction, Supplemental Specifications, the special provisions and all written agreements and documents of any description pertaining to the method or manner of performing the work and the quantity or quality of materials to be furnished under the contract. The Standard Specifications for Road and Bridge Construction are those prepared by the Department of Transportation of the State of Illinois, adopted January 1, 2012. The Supplemental Specifications are those prepared by the Department of Transportation of the State of Illinois.

**INTENT OF PLANS AND SPECIFICATIONS.** The intent of those plans and specifications is to prescribe a complete outline of the proposed improvement which the Contractor undertakes to construct in full compliance with the contract. In case of discrepancy, plans shall govern over Standard and Supplemental Specifications and Special Provisions shall govern over plans and specifications.

**ABOUT REQUESTS FOR PLANS & PROPOSALS**

The Specification can be downloaded at <http://198.65.148.209/purchasing/bids/listallhighway.php> (follow online instructions to register, if you have not already). When the plans are not included in the bid document on the http site, you must also download the Plans (Drawings) at <ftp://130.94.31.166/> (user name: highway; password ftp3st).

A compact disk containing the bid documents will be available at the Cook County Building, 118 North Clark Street, Chicago, IL 60602 at Room 1018. One compact disk per company at no charge.

## INFORMATION for BIDDERS

- 1) If the prospective bidder is in doubt as to the meaning of any part of the plans, specifications of other proposed contract documents, they may submit a written clarification to the Chief Procurement Officer (CPO) for an interpretation thereof. The prospective bidder submitting the request will be responsible for the prompt delivery to the Chief Procurement Officer. Any interpretation of the proposal documents will be made by an addendum duly issued through the Cook County Purchasing website.
- 2) An estimate of quantities of work to be done and material to be furnished under the specifications will be found in the Schedule of Prices. It is the result of calculations and is given as a basis for a comparison of bids and award of a contract.
- 3) The bidder should include in the bid price in his bid for any taxes such as Occupational, Social Security, Unemployment Compensation, etc., which he might be required to pay in connection with the construction of the proposed improvement. The County of Cook will not reimburse the Contractor for the payment of any such taxes.
- 4) The Board of County Commissioners for the County of Cook reserves the right to reject any or all bids and to waive technicalities of form. Bids may be rejected if current work being performed for the County of Cook by the bidder has been unsatisfactory from the standpoint of workmanship or progress, or if the contractor has been awarded work by others subsequent to the issuance of the bid, which may, in the judgement of said Board of County Commissioners of Cook County endanger the prompt completion of the proposed improvement.
- 5) The bidder shall include in his bid a Bid Guarantee in accordance with provisions contained in the proposal form. The return of the bid guarantee will be in accordance with provisions contained in the bid form.
- 6) The bidder who submits the bid accepted by said Board of Cook County Commissioners shall execute a contract and furnish a satisfactory Surety Bond in the amount of one hundred percent (100%) of the contract price within **fourteen (14) days** after receiving notice of acceptance. Such acceptance being contingent upon the fulfillment of this requirement by said bidder. Failure on the part of said bidder to so execute a Contract and Surety Bond shall be considered just cause for the forfeiture of the bid guaranty as payment of liquidated damages sustained by the County of Cook as the result of such, and the annulment of acceptance of the proposal.
- 7) If bidder is submitting a bid as a Joint Venture, bidder shall complete the County's Joint Venture Forms and shall submit such Joint Venture Forms **when the bid is submitted**. Bidder is reminded that compliance with the Assumed Business Name Act (805 ILCS 405/1 et seq.) is required of all Joint Ventures.

**8) The following completed documents are to be submitted with the Bid:**

Joint Venture Forms	1 original
Economic Disclosure Statement and Execution Documents:	
IDOT Certificate of Eligibility	1 copy
IDOT Affidavit of Availability	1 copy
DBE Utilization Plan	1 copy
(Note: If original cannot be provided a copy is acceptable. See below)	
DBE Participation Plan	1 copy
(Note: If original cannot be provided a copy is acceptable. See below)	
Letter of Intent from DBE to Perform	
as Subcontractor, Supplier and/or Consultant	1 copy
(Note: If original cannot be provided a copy is acceptable. See below)	
Petition for Reduction/Waiver of DBE Participation Goals	1 original
Contractor Certifications	1 original
Economic and Other Required Disclosures	1 original
Lobby, Local Business Preference,	
Real Estate Ownership	1 original
Affidavit of Child Support Obligations	1 original
Disclosure of Ownership Interest Statement	1 original
Familial Relationship Disclosure Provision	1 original
Certification Concerning Labor Standards	
And Prevailing Wage Requirements	1 original
Subcontractors Certification Concerning Labor Standards	
and Prevailing Wage Requirements	1 copy
Execution Pages:	
Sole Proprietor Signature Page	8 originals
Partnership and/or Joint Venture Signature Page	8 originals
Corporation Signature Page	8 originals
Bid Deposit Form	1 original
Proposal Bid Bond	1 original
Surety Statement of Qualifications	1 original

**The following documents are to be submitted subsequent to notice of acceptance within fourteen (14) calendar days:**

Performance and Payment Bond	1 original
Owners, Contractor's and Protective (OCP) Liability	
Insurance Binder	1 original
Certificates of Insurance evidencing:	
Worker's Compensation and Employer's Liability	1 original
Commercial General Liability	1 original
Commercial Automobile Liability	1 original
Umbrella Liability Insurance	1 original
Railroad Protective Liability (when applicable)	1 original & 1 certified copy

**Please forward documents due within fourteen (14) days of notice of acceptance to:**

Cook County Highway Department  
Contract Documents  
69 West Washington Street  
Suite 2200  
Chicago, IL 60602

**SPECIAL PROVISION  
FOR  
BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS**

**Qualification of Bidders.**

The Awarding Authority for contract construction work is the County Board of a County. Each prospective bidder, in evidence of competence, shall furnish the Awarding Authority a certified copy of a "Certificate of Eligibility" issued by the Department of Transportation, and Contractor's Statement of Experience and Financial Condition" with their bid. Each prospective bidder shall furnish a sworn statement as to equipment owned and controlled, previous experience and construction work.

If the bidder to whom the award is made is a corporation organized under the laws of the State other than Illinois, the bidder shall furnish the Awarding Authority a copy of the corporation's Certificate of Authority to do business in the State of Illinois with the bid.

The bidder must provide the Awarding Authority a sworn Affidavit of Availability showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work in the bid. The bidder should file two (2) copies of same with IDOT's District office.

**Interpretation of Quantities in the Bid Schedule.**

The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

**Examination of Plans, Specifications, Special Provisions, and Site of Work.** The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all requirements for the performance of the work. If the submitted bid is accepted, the bidder shall be responsible for all errors in the bid resulting from the bidder's failure or neglect to comply with these instructions. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the bid documents and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents shall request such in writing from the Awarding Authority in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and

specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

**Changes in Improvement.** The undersigned agrees that in case the County Superintendent of Highways of the County of Cook decides either to extend or decrease the area of the proposed improvement or to do both or otherwise alter it by extras or deductions including the elimination of any one or more of the quantities listed in the Schedule of Prices the undersigned will make such change in the contract price by adding or subtracting there from as the case may be by applying the respective unit prices to the quantities of the several items of work that may be involved by reason of such change.

**Preparation of the Bid.** Bidders shall submit their bids on the form furnished by the Awarding Authority. The bid shall be executed properly, and bids shall be made for all items indicated in the bid form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the bid form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the bid form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

Any erasures or alterations in the unit prices and/or in the products of the respective quantities and unit prices in the bid, must be properly authenticated by the bidder by initialing in ink such erasures or alterations to avoid cause for rejection of the bid in accordance with Title 44 Illinois Administrative Code Chapter IX Section 660.180.

If the bid is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the bid shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The bid shall be signed by president or someone with authority to execute contracts and attest by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

**Rejection of Bids.** The Awarding Authority reserves the right to reject any bids for any of the conditions listed below:

- a) More than one bid for same work from an individual, firm partnership, or corporation under the same name or different names.
- b) Evidence of collusion among bidders.
- c) Unbalanced bids in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
- d) If the bid does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.

- e) If the bid form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- f) If there are omissions, erasures, alterations unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning.
- g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- h) If the proposal is not accompanied by the proper bid guaranty.
- i) If the bid is prepared with other than ink or typewriter, or otherwise fails to meet the requirement of the above "Preparation of Proposal" section.
- j) Lack of Competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- k) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- l) False information provided on a bidder's "Affidavit of Availability".
- m) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of bid forms.
- n) Failure to comply with any prequalification regulations of the Department.
- o) Default under previous contracts.
- p) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- q) When the contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.
- r) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- s) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

**Bid Guaranty.** Each bid shall be accompanied by a bid bond on the Department form contained in the bid document, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent (5%) of the amount bid, or for the amount specified in the following schedule:

	<u>Amount Bid</u>	<u>Proposal Guaranty</u>
Up to	\$5,000	\$150
\$5,000	\$10,000	\$300
\$10,000	150,000	\$1,000
\$50,000	\$100,00	\$3,000
\$100,000	\$150,000	\$5,000
\$150,000	\$250,000	\$7,500
\$250,000	\$500,000	\$12,500
\$500,000	\$1,000,000	\$25,000
\$1,000,000	\$1,500,000	\$50,000
\$1,500,000	\$2,000,000	\$75,000
\$2,000,000	\$3,000,000	\$100,000
\$3,000,000	\$5,000,000	\$150,000
\$5,000,000	\$7,500,000	\$250,000
\$7,500,000	\$10,000,000	\$400,000
\$10,000,000	\$15,000,000	\$500,000
\$15,000,000	\$20,000,000	\$600,000
\$20,000,000	\$25,000,000	\$700,000
\$25,000,000	\$30,000,000	\$800,000
\$30,000,000	\$35,000,000	\$900,000
Over	\$35,000,000	\$1,000,000

In the event that one proposal guaranty check is intended to cover two or more bids, the amount must equal to the sum of the bid guaranties, which would be required for each individual proposal.

Bank cashier's checks or properly certified checks accompanying bids shall be made payable to the County Treasurer, when a County is the Awarding Authority; or the City, Village, or Town Treasurer, when a city, village, or town is the Awarding Authority.

The bid guaranty checks of all except the two (2) lowest responsible bidders will be returned promptly after the bids have been checked, tabulated, and the relation of the bids established. Bid guaranty checks of the two lowest responsible bidders will be returned as soon as the contract and contract bond of the successful bidder have been properly executed and approved. Bid bonds will not be returned.

After a period of three (3) working days has elapsed after the date of opening proposals, the Awarding Authority may permit the two lowest bidders to substitute for the banks cashier's checks or certified checks submitted with their bids as proposal guaranties, bid bonds on the Department forms executed by corporate surety companies satisfactory to the Awarding Authority.

**Delivery of Bids.** If a special envelope is supplied by the Awarding Authority, each bid should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All bids shall be filed prior to the time and at the place specified in the Notice to Bidders. Bids received after the time specified will be returned to the bidder unopened.



**Withdrawal of Bids.** Bidder may withdraw their bid prior to bid opening.

**Public Opening of Bids.** Bids will be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

**Consideration of Bids.** After the bids are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule by the unit bid prices. In awarding contracts, the Awarding Authority will, in addition to considering the amounts stated in the bids, take into consideration the responsibility of the various bidders as stated under "Rejection of Bids and documents submitted in the bid and from other investigations which it may elect to make.

The right is reserved to reject any or all bids, to waive technicalities, or to advertise from new bids, if in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

**Awarding of Contract.** The award of contract will be made within 90 calendar days after the opening of bids to the lowest responsible and responsive qualified bidder whose bids complies with all the requirements prescribed. The successful bidder will be notified that their bid has been accepted, and subject to the following conditions, the bidder will be the Contractor. In addition, **the contractor shall provide all required insurance and bonding as specified within fourteen (14) calendar days from notice.**

An approved contract executed by the Awarding Authority is required before the Awarding Authority is bound. An award may be cancelled any time by the Awarding Authority prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason, if the judgment of the Awarding Authority and/or the best interests of the Awarding Authority will be promoted thereby.

If a contract is not awarded within 90 days after the bid opening, bidders may file a written request with the Awarding Authority for the withdrawal of their bid, or agree to maintain their bid price.

**Requirement of Contract Bond.** The Contractor shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in the full amount of the contract within **fourteen (14) calendar days** as part of the requirement. The surety shall be acceptable to the Awarding Authority, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Awarding Authority.

**Failure to Execute Contract.** If the contract is not executed by the Awarding Authority within 90 days from the bid opening, the bidder shall have the right to withdraw their bid without penalty.

Failure of the successful bidder to provide all required insurance and bonding within **fourteen (14) days after the award notification** shall be just cause for the cancellation of the award and the forfeiture of the bid guaranty which shall become the property of the Awarding Authority, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be advertised again and constructed under contract, or otherwise, as the Awarding Authority may decide.

**SPECIAL PROVISION  
FOR  
PRE-BID MEETING**

Prospective bidders are advised that Pre-Bid Meeting will be held:

Date: Tuesday, May 8, 2012

Time: 11 a.m.

Place: Cook County Highway Department  
69 W. Washington Street  
Suite 2260  
Chicago, IL 60602

**SPECIAL PROVISION  
FOR  
WAGES OF EMPLOYEES ON PUBLIC WORKS**

This contract is subject to "An Act Regulating the Wages of all Laborers, Mechanics and Other Workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order or ruling shall govern.

If it is determined that the "prevailing rate of wages" will be used for this contract, the following conditions will be required:

Not less than the prevailing rate of wages as found by the (public body) or Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this contract.

The Contractor and each subcontractor shall keep an accurate record showing the name and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual wages paid to each of such persons.

The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.

If the Department of Labor revised the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract.

# Cook County Prevailing Wage for April 2012

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC	BLD			32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER	BLD			43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN	ALL			32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.920	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER	BLD			38.500	40.000	1.5	2.0	2.0	11.49	14.64	0.000	0.840
HT/FROST INSULATOR	BLD			43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST	BLD			43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER	ALL			40.200	42.700	2.0	2.0	2.0	12.67	15.61	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER	BLD			44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER	BLD			39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD			44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER	BLD			37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER	BLD			40.560	43.800	1.5	1.5	2.0	9.880	16.54	0.000	0.630
SIGN HANGER	BLD			29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	9.750	8.200	0.000	0.450
STEEL ERECTOR	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD			35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430

TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.950	40.950	1.5	1.5	2.0	8.180	10.57	0.000	0.790

**Legend:**

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings,

swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior

and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including 3/4 cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines



(2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over;

Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**SPECIAL PROVISION  
FOR  
ALTERNATE PROPOSAL**

The Bidder certified that this bid and the unit prices shown on the schedule of prices are based on performing the work in accordance with "An Act Regulating the Wages of Laborers, Mechanics and other Workers employed under contracts for Public Works" enacted by the 62<sup>nd</sup> General Assembly and approved June 26, 1941, as amended. Should said "Act" be declared inoperative, void or unconstitutional at any time, either before or after the awarding of the contract for this project, the bidder agrees to perform the work at a reduction of \_\_\_\_\_ per cent, of the unit prices shown on the schedule of prices, it being expressly understood and agreed that the within bid shall be and remain in full force and effect, regardless of whether the said "Act" is declared to be inoperative, void or unconstitutional. The contract for this project is to be awarded on the bases of the unit prices shown on the schedule of prices, and the percentage reduction, if any, act out in this alternative proposal, is to receive no consideration in the award of this contract.

Should the said "Act" be declared inoperative, void or unconstitutional at any time after the awarding of said contract, whether before, during or after the completion of the work, the said contract shall remain in full force and effect, and shall be subject only to said reduction, if any, in the unit prices shown on the schedule of prices.

NOTE: The Bidder shall insert in the first paragraph the percentage which he will reduce his unit prices, if any, in the event the Act is declared inoperable, void or unconstitutional.

**ORDINANCE**

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BE IT ENACTED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF COOK, that the Chief Procurement Officer of Cook County shall specify in the call for bids in any contract for public works that such contractors bidding on public works contracts of the County of Cook shall conform to Illinois Compiled Statutes, Chapter 30, Section 560/1 and following, which Act is entitled "An Act" to give preference in the construction of public works projects and improvements to citizens of the United States who have resided in Illinois for one year". The Chief Procurement Officer of Cook County in awarding the contract shall cause to be inserted in the contract a stipulation to the effect that the contractor shall conform to the above cited Illinois Statute.

**SPECIAL PROVISION  
FOR  
RESPONSIBLE BIDDER REQUIREMENT**

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approved either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this centered, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed.

Chicagoland Laborers Training & Apprenticeship Fund

Local 150 Apprenticeship & Skills Improvement Program

CM Union Local 502 Trade School

DuPage County CM Union Local 803 Joint Apprenticeship

Teamsters Joint Council #25 Training Fund

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)**

Effective: September 1, 2000

Revised: August 2, 2011

**FEDERAL OBLIGATION.** The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

**STATE OBLIGATION.** This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

**CONTRACTOR ASSURANCE.** The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor.

The Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**OVERALL GOAL SET FOR THE DEPARTMENT.** As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

**CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR.** This contract includes a specific DBE utilization goal established by the Cook County Highway Department. The goal has been included because the Highway Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 11% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Highway Department will only recommend award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the

performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

**DBE LOCATOR REFERENCES.** Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's website at [www.dot.il.gov](http://www.dot.il.gov).

**BIDDING PROCEDURES.** Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, for each DBE proposed for the performance of work to achieve the contract goal. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;
  - (2) A description, including pay item numbers, of the work each DBE will perform;
  - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) DBE Participation Commitment Statements, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE, subcontractors whose participation is submitted to meet the contract goal;
  - (5) if the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
  - (6) If the contract goal is not met, evidence of good faith efforts.

**GOOD FAITH EFFORT PROCEDURES.** The contract will not be awarded until the Utilization

Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained. The Utilization Plan will be approved by the Highway Department if the Utilization Plan documents sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Highway Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Highway Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Highway Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Highway Department may be relevant in appropriate cases, and will be considered by the Highway Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the

information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Highway Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Highway Department will recommend award the contract provided that it is otherwise eligible for award. If the Highway Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Highway Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the **five (5) working days** after the receipt of the notification date of the determination by delivering the request to the Cook County Highway Department, Contract Documents Administrator. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the



Highway Department. The Highway Department will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Highway Department, the bidder will be sent a written decision within **ten (10) working days** after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Highway Department that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

**CALCULATING DBE PARTICIPATION.** The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Highway Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Highway Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease

- arrangement.
- (e) DBE as a material supplier:
    - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
    - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
    - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

**CONTRACT COMPLIANCE.** Compliance with this Special Provision is an essential part of the contract. The Highway Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Cook County Chief Procurement Officer. All requests for amendment to the Utilization Plan shall be submitted to the Cook County Office of the Chief Procurement Officer with copies to Cook County Highway Department, Construction Bureau.
- (b) **TERMINATION OR REPLACEMENT.** The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Cook County Chief Procurement Officer as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted to the Highway Department. If the commitment of work is in the form of additional tasks assigned to an existing DBE subcontract, then a revised Request for Approval of Subcontractor shall be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (d) **ALTERNATIVE WORK METHODS.** In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create under runs in condition of award DBE

work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience under runs and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

- (e) **TERMINATION AND REPLACEMENT PROCEDURES.** The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Chief Procurement Officer agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Chief Procurement Officer any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Chief Procurement Officer and Cook County Highway Department - Construction Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE **five (5) days** to respond to the Contractor's notice. The DBE so notified shall advise the Chief Procurement Officer, Highway Department - Construction Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Chief Procurement Officer should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Chief Procurement Officer may provide a response period shorter than **five (5) days**.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit

unworthiness;

- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

- (f) **PAYMENT RECORDS.** The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Highway Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Highway Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to Cook County Highway Department – Construction Bureau. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Highway Department may deduct from contract payments, to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) **ENFORCEMENT.** The Highway Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special

Provision or after liquidated damages have been determined and collected.

- (h) **RECONSIDERATION**. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Cook County Chief Procurement Officer with copies to Highway Department – Construction Bureau and shall be handled and considered in the same manner as set forth in paragraph (c) of “Good Faith Effort Procedures” of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Cook County Chief Procurement Officer.

### Assist Agencies

Ms. Shelia Hill, Executive Director  
Chicago Minority Business Development Council (C.M.B.D.C.)  
1 East Wacker Drive, Suite 1200  
Chicago, IL 60601  
312-755-8880  
312-755-8890 (FAX)

Victor Davis, Contractor Development Program  
Chicago Urban League  
4510 S. Michigan Avenue  
Chicago, IL 60653  
773-451-3559  
773-285-7772 (FAX)

Carnice Carey, Executive Director  
Cosmopolitan Chamber of Commerce  
560 West Lake Street, 5<sup>th</sup> Floor  
Chicago, IL 60661  
312-786-0212  
312-786-9079 (FAX)

Ms. Beth Doria, Executive Director  
Federation of Women Contractors  
5650 South Archer Avenue  
Chicago, IL 60638  
312-360-1122  
312-360-0239 (FAX)

Illinois Department of Transportation  
201 West Center Court  
Schaumburg, IL 60196  
847-705-4234  
847-705-4203 (FAX)

Illinois Road Builders  
500 Park Boulevard  
Itasca, IL 60143  
630-773-1220  
630-773-1231 (FAX)

Ms. Joyce Shanahan, Director  
Industrial Council of Northwest Chicago  
2023 West Carroll Avenue  
Chicago, IL 60612  
773-421-3941  
312-421-1871 (FAX)

Mr. D. Lorenzo Padron, Director of Procurement  
 Latin American Chamber of Commerce  
 3512 West Fullerton Avenue  
 Chicago, IL 60647  
 773-252-5211  
 773-252-7065 (FAX)

Mr. Frank Aguilar, President  
 Little Village 26<sup>TH</sup> Street Area Chamber of Commerce  
 3610 West 26<sup>TH</sup> Street  
 Chicago, IL 60623  
 773-521-5387  
 312-521-5387 (FAX)

Mr. Perry Gunn, Director  
 North River Commissioners/Ladcor  
 4745 North Kedzie  
 Chicago, IL 60625  
 773-478-0202

Ms. Angela R. Johnson  
 Deputy Director of International Trade Bureau  
 Operation P.U.S.H.  
 930 East 50<sup>TH</sup> Street  
 Chicago, IL 60615  
 773-373-3366  
 312-373-3571 (FAX)

Mr. Miguel Noguerras, Executive Director  
 Puerto Rican Chamber Of Commerce  
 2450 West Division  
 Chicago, IL 60622  
 773-904-7996  
 773-583-3118 (FAX)

Target Group, Inc.  
 330 South Wells Street, Suite 400  
 Chicago, IL 60606  
 312-873-0200  
 312-873-0299 (FAX)

Ms. Patricia Showers, Executive Director  
 Uptown Center Hull House  
 4520 North Beacon  
 Chicago, IL 60640  
 773- 651-3500  
 312- 561- 3507 (FAX)

Ms. Hedy Ratner, Executive Director  
Women's Business Development Center  
8 South Michigan, Suite 400  
Chicago, IL 60604  
312-853-3477  
312-853-0145 (FAX)

### **Cook County Departments**

Cook County Office of the Chief Procurement Officer  
118 N. Clark Street – Room 1018  
Chicago, Illinois 60602

Cook County Highway Department  
Contract Documents Administrator  
69 W. Washington Street – Suite 2200  
Chicago, Illinois 60602

Cook County Highway Department  
Construction Bureau  
69 W. Washington Street – 23<sup>rd</sup> floor  
Chicago, Illinois 60602



**COOK COUNTY  
HIGHWAY DEPARTMENT  
SPECIAL PROVISION  
FOR  
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES  
NONFEDERAL-AID CONTRACTS**

**1) General**

- a) The requirements set forth herein shall constitute the specific affirmative action requirements under this contract and supplement the non-discrimination requirements contained elsewhere in this proposal.
- b) The contractor will work with the Cook County Highway Department in carrying out Equal Employment Opportunity (EEO) obligations and in their reviews of activities under the contract.
- c) The contractor, and all subcontractors holding subcontracts (not including material suppliers) of \$10,000.00 or more, will comply with the following minimum specific requirement activities of equal employment opportunity the contractor will include these requirements in every subcontract of \$10,000.00 or more with such modification of language as is necessary to make them binding on the subcontractor.

**2) Equal Employment Opportunity Policy**

The contractor will accept as operating policy the following statement which is designed to further the provision of Equal Employment Opportunity to all persons, and to promote the full realization of equal employment opportunity through a positive continuing program:

"It is the policy of this company to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

**3) Equal Employment Opportunity Officer**

The contractor will designate and make known to the cook county highway department contracting officers an EEO officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of Equal Employment Opportunity and who must be assigned adequate authority and responsibility to do so.

**4) Dissemination of Policy**

- a) All members of the contractor's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual

responsibilities to provide Equal Employment Opportunity in each grade and classification of employment, to ensure that the above agreement will be met, the following actions will be taken as a minimum:

- (1) periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.
  - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO officer, covering all major aspects of the contractor's EEO obligations within thirty (30) days following their reporting for duty with the contractor.
  - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer in the contractor's procedures for locating and hiring minority and female employees.
- b) In order to make the contractor's EEO policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
- (1) Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - (2) The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

## 5) Recruitment

- a) When advertising for employees, the contractor will include in all advertisements for employees the notation: "an Equal Opportunity Employer". All such advertisements will be published in newspapers, or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b) The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants; including, but not limited to, state employment agencies, schools, colleges and minority and female organizations. To meet this requirement, the contractor will identify sources of potential minority and female employees, and establish with such identified sources procedures whereby minority and female applications may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referral, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with eeo contract provisions.

- c) The contractor will encourage present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority and female applicants will be discussed with employees.

## **6) Personnel Actions**

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and terminations, will be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d) The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with the obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of the avenues of appeal.

## **7) Training and Promotion**

- a) The contractor will assist in locating, qualifying and increasing the skills of minority and female employees and applicants for employment.
- b) Consistent with the contractor's work force requirements and as permissible under federal and state regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance.
- c) The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d) The contractor will periodically review the training and promotion potential of minority and female employees and will encourage eligible employees to apply for such training and promotion.

## Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use their best efforts to obtain the cooperation of such unions to increase opportunities for minorities and females within the unions and to effect referrals by such unions of minority and female employees. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- e) The contractor will use best efforts to develop, in cooperation with the unions. Joint training programs aimed toward qualifying more minority and female employees for membership in the unions and increasing the skills of minority and female employees so that they may qualify for higher paying employment.
- f) The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- g) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the cook county highway department and shall set forth what efforts have been made to obtain such information.
- h) In the event the union is unable to provide the contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and females. (The U.S. department of labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minorities or female employees). In the event the union referral practice prevents the contractor from meeting the obligations pursuant to these special provisions, such contractor shall immediately notify the cook county highway department.

## 8) Selection of subcontractors, procurement of materials and leasing of equipment

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a) The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligation under this contract.
- b) Disadvantaged business enterprises (DBE), as defined in 49 cfr part 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority and female representation among their employees. Contractors shall obtain lists of DBE construction firms from cook county highway department personnel.

- c) The contractor will use his/her best efforts to ensure subcontractor compliance with their EEO obligations.

## 9) Records and reports

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the cook county highway department.

- a) The records kept by the contractor shall document the following:

- (1) The number of minorities, non-minorities and females employed in each work classification on the project.
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and females;
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and,
- (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

- b) The contractor will submit to the cook county highway department a monthly report every month for the duration of the project, indicating the number of minority, non-minority and female employees currently engaged in each work classification required by contract work and the number of hours worked. This information is to be reported on form SBE-956. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

Notice of requirement for affirmative  
Action to ensure equal employment  
Opportunity (executive order 11246)

- (1) The offeror's or bidder's attention is called to the "equal opportunity clause" and the "standard federal equal employment opportunity construction contract specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

## APPENDIX A

The following goal for female utilization in each construction craft and trade shall apply to all contractors holding federal and federally assisted construction contracts and subcontracts in excess of \$10,000.00. The goal is applicable to the contractor's total on-site construction workforce, regardless of whether or not

part of that workforce is performing work on a federal, federally assisted or nonfederally related construction contract or sub contract. Area covered (statewide) goals for women apply nationwide.

Goal	Goal (Percentage)
Female Utilization	6.9

#### APPENDIX B

Until further notice, the following goals for minority utilization in each construction craft and trade shall apply to all contractors holding federal or federally-assisted construction contracts and subcontracts in excess of \$10,000.00 to be performed in the respective geographical areas. The goals are applicable to the contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally-assisted or nonfederally related construction contract or subcontract.

<u>Economic area</u>	<u>Goal (percent)</u>
083 Chicago, IL	
Smsa Counties:	
1600 Chicago, IL -	
IL - Cook, DuPage, Kane,	
Lake, Mchenry, Will	19.6

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction. The contractor's compliance with executive order and the regulations in 41 cfr part 60-4 shall be based on its implementation of the equal opportunity clause, specific affirmative action obligations required by the provisions and specifications set forth in its federally assisted contracts, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the executive order and the regulations in 41 cfr part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) As used in this notice, and in the contract resulting from this solicitation, the "covered area" is the entire state of Illinois for the goal set forth in **Appendix A** and the county or counties in which the work is located for the goals set forth in **Appendix B**.

Standard federal equal employment  
Opportunity construction contract  
Specifications (executive order 11246)

- 1) As used in these specifications:

- a) "covered area" means the geographical area described in the solicitation from which this contract resulted;
- b) "director" means director, office of federal contract compliance programs, united states department of labor, or any person to whom the director delegates authority;
- c) "employer identification number" means the federal social security number used on the employer's quarterly federal

Tax return, U.S. treasury department form 941.

- d) "minority" includes:
  - i) Black (all persons having origins in any of the black African racial groups not of Hispanic origins);
  - ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, central or south American or other Spanish culture or origin, regardless of race);
  - iii) Asian and pacific islander (all persons having origins in any of the original peoples of the far east, southeast Asia, the Indian subcontinent, or the pacific islands); and
  - iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of north America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2) Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3) If the contractor is participating (pursuant to 41 cfr 60-4.5) in a hometown plan approved by the u.s. department of labor in the covered area wither individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such hometown plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.
- 4) The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in

which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction

Contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the federal register in notice form, and such notices may be obtained from any office of federal contract compliance programs office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- 5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, executive order 11246, or the regulations promulgated pursuant thereto.
- 6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7) The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
  - d) Provide immediate written notification to the director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.



- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the department of labor. The contractor shall provide notice of these programs to the sources complied under 7b above.
- f) Disseminate the contractor's eeo policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its eeo obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company eeo policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's eeo policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen; etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the contractor's eeo policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's eeo policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship of other training by any recruitment source, the contractor shall send written notifications such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k) Validate all tests and other selection requirements here there is an obligation to do so under 41 cfr part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and

employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

- n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- 8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, make a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply however is the contractor's and failure of such a group to fulfill and obligation shall not be a defense for the contractor's noncompliance.
  - 9) A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contract may be in violation of the executive order if a particular group is employed in a substantially disparate manner, (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the executive order if a specified minority group of women is underutilized).
  - 10) The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  - 11) The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to executive order 11246.
  - 12) The contractor shall carry out such sanctions and penalties for violation of the specifications and of the equal opportunity clause, including suspension, termination and cancellation of existing subcontracts, as may be imposed or ordered pursuant to executive order 11246, as amended and its implementing regulations, by the office of federal contract compliance programs. Any contractor who fails to carry out sanctions and penalties shall be in violation of these specifications and executive order 11246, as amended.
  - 13) The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these

specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the executive order, the implementing regulations, or these specifications, the director shall proceed in accordance with 41 cfr 60-4.8.

- 14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being out, to submit reports relating to provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes of status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish standards of compliance or upon the application requirements for the hiring of local or other area residents (e.g., those under the public works employment act of 1977 and the community development block grant program).

**SPECIAL PROVISION  
FOR  
INSURANCE REQUIREMENTS**

Within fourteen (14) calendar days of notification of award, the bidder shall provide the following requirements:

**1. OWNER'S AND CONTRACTOR'S PROTECTIVE (O.C.P.) LIABILITY INSURANCE**

At the time the Proposal is submitted, the Contractor shall furnish the County one (1) original insurance policy binder evidencing **Owner's and Contractor's Protective (O.C.P.) Liability Insurance** coverage with the County of Cook as the named insured. The amount of Insurance shall be two million dollars (\$2,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury and property damage Combined Single Limit.

**2. CONTRACTOR'S INSURANCE**

The Contractor shall furnish the County certificates of insurance from the Contractor's insurance carrier, evidencing the insurance coverage required in the following paragraphs:

"This insurance specifically covers liability assumed by the insured under this contract." The certificates shall stipulate that the insurance will not be cancelled or changed while the work is in progress without sixty (60) days prior written notice by certified mail to the Superintendent of Highways.

In the event the insurance is cancelled before the completion of the project, the County shall reserve its rights under the contract, including but not limited to its rights under Article 108.07 of the Standard Specifications For Road and Bridge Construction, to order the job shut down until the Contractor obtains the required insurance in the amounts stated herein or, the County may obtain the coverage required and then shall deduct the appropriate premium cost from the monies due the Contractor.

The Contractor shall provide and maintain the following:

**I. Worker's Compensation and Employer's Liability Insurance** The Contractor agrees that he and all his Subcontractors will comply with all statutes and laws with regard to Worker's Compensation/Occupational Disease Insurance applying to employees or their beneficiaries. Limits shall be:

<b>• Worker's Compensation</b>	<b>Statutory Limits</b>
<b>• Employer's Liability</b>	<b>Not less than</b>
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee

**II. Commercial General Liability Insurance** Coverage must provide General Aggregate Limit per project; Premises and Operations; Contractor's Protective Liability ("Independence Contractors" Coverage); Products Liability/Completed Operations - Completed Operations coverage will continue in force for two

years from the date of final acceptance by the owner; Contractual Liability; XCU Coverage; Personal Injury and Advertising Injury. Limits shall be:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• <b>Commercial General Liability</b></li> </ul> | <b>Not less than</b>                                |
| Bodily Injury and Property  | \$1,000,000 each occurrence                         |
| Damage Combined Single Limit  | \$1,000,000 annual general Aggregate                |
|   | \$1,000,000 Products Liability/Completed Operations |

III. **Commercial Automobile Liability Insurance** Policy must include coverage for all owned, non-owned and hired vehicles. Limits shall be:

- |   |                             |
|---|-----------------------------|
| <ul style="list-style-type: none"> <li>• <b>Automobile Liability</b></li> </ul> | <b>Not less than</b>        |
| Bodily Injury and Property  | \$1,000,000 each occurrence |
| Damage Combined Single Limit  |                             |

IV. **Umbrella Liability Insurance** Limits shall be:

- |   |                              |
|---|------------------------------|
| <ul style="list-style-type: none"> <li>• <b>Umbrella Liability</b></li> </ul> | <b>Not less than</b>         |
| Bodily Injury and Property  | \$2,000,000 each occurrence  |
| Damage Combined Single Limit  | \$2,000,000 annual aggregate |

Coverage shall be in companies subject to approval of the County, said companies shall be licensed to do business in Illinois.

This insurance coverage shall be in force continually until all work to be performed under this contract has been accepted in accordance with the requirements of Article 108.11 of the Standard Specifications for Road and Bridge Construction.

The cost to the Contractor for providing this insurance coverage shall be considered as incidental to the contract and no additional charge will be allowed.

**ALL REQUIREMENTS MUST BE MET.** Insurance coverage must be evidenced on Policy, as specified in Section 1, and on Certificates of Insurance, as specified in Section 2 (I through IV), before approval will be given by Cook County Risk Management. If the information requested is not evidenced on a certificate, then a copy of the policy itself must be provided with the certificate. The County is not only concerned with the limits of liability, but also with the terms and coverage provided. Section II lists several specific coverages under Commercial General Liability Insurance. These must all be identified on the certificate, in the policy itself or some other form of correspondence on company letterhead and signed by an officer of the company

If the Contractor fails or refuses to deliver insurance as specified in Sections 1 and 2, it will be considered as just cause for cancellation of the award and the deposit accompanying this bid may be forfeited and retained by the County as liquidated damages and not as a penalty.

**SPECIAL PROVISION  
FOR  
RAILROAD PROTECTIVE LIABILITY INSURANCE**

The contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications. The limits under this Special Provision are to be not less than \$5,000,000.00 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000.00 over the life of the policy.

There are four railroad crossings on this project. See attached chart for insured and track information.

**Basis of Payment** - The costs for providing insurance, as noted above, will be paid for as the contract unit price per lump sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

**Approval of Insurance** – Within ten (10) calendar days of notice of award, The **ORIGINAL AND ONE CERTIFIED** copy of each required policy shall be submitted for approval, when applicable.

The Contractor will be advised when the Department has received approval of the insurance from the railroads. Before any work begins on railroad right-of-way, the Contractor shall submit to the Resident Engineer evidence that the required Railroad Protective Liability Insurance has been approved by the railroads. The Contractor shall also provide the Resident Engineer with the expiration date of each required policy.

# STATE STREET RAILROAD INFORMATION

Railroad	Contact Person	Station Location	Street Location	Tracks Freight	Through Trains	Switches	MPH	Right of Entry Permit	Flagman
Union Pacific	Daryl Clark Sr. Admin. Clerk 301 W. Lake Street North Lake, IL 60164 708-649-5273 <a href="mailto:dclark@up.com">dclark@up.com</a>	Sta. 47+84 to 48+80	North of 22nd St.	2	8	2	10	\$0	\$1200/day
Canadian National	Patrick Jones Mngr. Public Works 17641 S. Ashland Ave. Homewood, IL 60430 708-332-3557 <a href="mailto:patrick.jones@cn.ca">patrick.jones@cn.ca</a>	Sta. 47+84 to 48+80	North of 22nd St.	4	15	n/a	45	\$750	\$1000/day
Chicago Heights Terminal Transfer	Daryl Clark Sr. Admin. Clerk 301 W. Lake Street North Lake, IL 60164 708-649-5273 - <a href="mailto:dclark@up.com">dclark@up.com</a>	Sta. 55+25 to 56+21	17th Street	7	8	15	10	\$0	\$1200/day
		Sta. 106+25 to 106+40	N of 10th Street & S. of Lincoln Hwy	1	0	4	10	\$0	\$1200/day
		Sta. 134+62 to 134+78	17th Street	1	0	2	10	\$0	\$1200/day

**SPECIAL PROVISION  
FOR  
INDEMNIFICATION FOR COOK COUNTY**

The Contractor shall indemnify the County of Cook and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns (the "County") pursuant to the language provided under Section 107.26 of the Standard Specifications for Road and Bridge Construction.

**107.26 Indemnification.** To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the activities of the Contractor, subcontractors, licensees, invitees, suppliers, agents, or employees arising out of, incident to, or resulting from performance of the contract, or any activity in connection therewith. The Contractor shall indemnify and hold harmless the County of Cook and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work or on account of or in consequence of using unacceptable materials in constructing the work or because of any act or omission, neglect, or misconduct of the Contractor, its officers, employees, agents, its subcontractor, or subcontractors licensees, invitees, or anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable or because of any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of the violation of any law, ordinance, order or decree. This obligation is binding on the Contractor without regard to whether or not such claim, damage, loss, or expense is caused in part by the act, omission, or negligence of the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns.

In claims against the County by an employee of the Contractor, its officers, employees, agents, its subcontractor, or subcontractors licensees, invitees, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification herein shall not be limited by a limitation on amount or type of damages payable by or for the Contractor or subcontractor under any employee benefits act including but not limited to the Worker's Compensation Act.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the contract as shall be deemed necessary by the County for the payment thereof, may be retained by the County for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's Surety shall remain liable for any payment therefore until any such lawsuit, action, or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the County, its employees or agents shall be deemed a waiver by the County of full compliance with the requirements of the contract. This indemnification shall not be limited by any Performance Bond or insurance protection required of the Contractor in the contract.



**SPECIAL PROVISION  
FOR  
JOINT VENTURES**

Contractors submitting a bid as a joint venture shall comply with the following procedures:

- 1) Contractors may combine their available bidding capacity for a single contract to bid as a joint venture.
- 2) The joint venture shall be indicated by the filing of a ***Joint Venture Minimum Declaration of Work*** for each of the contracts for which joint venture approval is sought. It identifies the managing partner and indicated the kind and the percentage of work to be performed by each joint venture partner with its own workforce and resources other than work reserved to meet any disadvantage business goal advertised in the contract. The form indicated the joint venture agreement shall be included in the bid. In addition, each joint venture partner firm shall submit an ***Affidavit of Availability***. The ***Joint Venture Minimum Declaration of Work*** and all ***Affidavits of Availability*** must be included in the bid. The proposed joint venture shall not be approved if the establishment of a joint venture would unduly restrict competition. A determination that a proposed venture would unduly restrict competition is limited to any of the following reasons:
 
  - a) That the proposed joint venture would consist of more than three (3) qualified contractors.
  - b) That the ***Joint Venture Minimum Declaration of Work*** indicated that any one of the proposed joint ventures partners will perform less than ten percent of the non-disadvantage business work with its own workforce and resources.
  - c) That for letting items estimates by the Department to be bid at less than \$1,000,000.00 more than one of the proposed joint venture partners has the individual qualification ratings and bid the item without the approval of the venture. This determination shall not apply to joint ventures between firms having fifty-one percent or more common controlling ownership or on items where the estimated quantity of asphalt exceeds 10,000 tons or concrete exceeds 5,000 cubic yards. Each proposed joint venture shall submit, with the bid, a ***Joint Venture Certificate of Explanation and Justification*** for each of the contracts estimated at less than \$1,000,000.00 for which joint venture approval is sought. The form indicated the circumstances which apply to the joint venture. That is there fifty-one percent (51%) or more common controlling ownership, or does one or more parties to the joint venture not have the financial capacity, work capacity or work categories to complete the project. The ***Joint Venture Certificate of Explanation*** must be included in the bid.
- 3) Contractors whose financial ratings are based upon unaudited financial statements will not be permitted to joint venture with each other to bid contracts which are estimated to exceed \$350,000.00. However, such contractors may be permitted to joint venture with contractors who have a financial rating based upon an audited statement to bid contracts estimated to exceed \$350,000.00.
- 4) If a joint venture work rating is limited by its maximum financial rating, the full value of the computed work rating will be used in analyzing the joint venture approval request. However, the combined maximum work rating in any category shall not exceed the combined maximum financial rating of the joint venture.

- 5) If an approved joint venture is awarded a contract, the kind and percentage of work indicated on the ***Joint Venture Minimum Declaration of Work*** may be amended as many times as necessary by the contractor provided that each partner of the approved joint venture performs at least ten percent of the nondisadvantaged work with its own workforce and resources.

Copies of all required Joint Venture Forms are attached.

Please note that signed and notarized originals of all required Joint Venture Forms mentioned above **must be included in the bid.** This includes ***Affidavits of Availability*** for all parties to the joint venture.

### JOINT VENTURE FORMS

Qualified contractors wishing to combine bidding capacity and bid items as joint ventures must submit the appropriate properly completed forms and include them in their bid. The required joint venture forms include: (1) the ORIGINAL *Affidavit of Availability* (BC 57); (2) the ORIGINAL *Joint Venture Minimum Declaration of Work*; and (3) the ORIGINAL *Joint Venture Certificate of Explanation and Justification*.



**COOK COUNTY DEPARTMENT OF HIGHWAYS**  
**Joint Venture Certificate of Explanation & Justification**

Bid Proposal Submission Date: \_\_\_\_\_  
 Item No.: \_\_\_\_\_  
 Joint Venture Name: \_\_\_\_\_  
 Managing Party: \_\_\_\_\_

**Firm #1**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Firm #2**

Name: \_\_\_\_\_

Address:- \_\_\_\_\_

**Firm #3**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Instructions:**

Indicate the circumstances which apply to the Joint Venture.

- 1) One or more firms do not have the required financial capacity.

Firm #1

Firm #2

Firm #3

Does not have sufficient available prequalification financial rating to perform the work.

- 2) One or more firms do not have the required work capacity.

Firm #1

Firm #2

Firm #3

Does not have sufficient available prequalification work ratings to perform fifty percent of the work.

- 3) One or more firms do not perform work in a majority of work categories required to complete the project.

Work categories not performed by the firm:

Firm #1 \_\_\_\_\_

Firm #2 \_\_\_\_\_

Firm #3 \_\_\_\_\_

- 4) Fifty-one percent (51%) common controlling ownership between firms.

Firm #1

Firm #2

Firm #3

has attached statement indicating the relationship of the firms.

- 5) Estimated quantity of asphalt for this item exceeds 10,000 tons.
- 6) Estimated quantity of concrete exceeds 5,000 cubic yards.
- 7) Estimated costs of project are less than \$1,000,000.

I/WE being duly sworn do hereby declare the explanation and justification to be a true and correct statement.

I, WE being duly sworn, do hereby declare the explanation and justification to be a true and correct statement.

**Firm #1**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print)

Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (Notary Seal)

My commission expires on \_\_\_\_\_

Notary Public

**Firm #2**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print)

Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (Notary Seal)

My commission expires on \_\_\_\_\_

Notary Public

**Firm #3**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print)

Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (Notary Seal)

My commission expires on \_\_\_\_\_

Notary Public

This form must be submitted with the bid.



**COOK COUNTY DEPARTMENT OF HIGHWAYS**  
**Joint Venture Minimum Declaration of Work**

Bid Proposal Submission Date: \_\_\_\_\_  
 Item No.: \_\_\_\_\_  
 Joint Venture Name: \_\_\_\_\_  
 Managing Party: \_\_\_\_\_

**Firm #1**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Firm #2**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Firm #3**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Instructions:**

Indicate the percentage of work to be performed by each firm with their own forces.

	Firm #1	Firm #2	Firm #3
Earthwork	_____	_____	_____
Portland Cement Concrete Paving	_____	_____	_____
Bituminous Plant Mix	_____	_____	_____
Bituminous Aggregate Mixtures	_____	_____	_____
Miscellaneous Bituminous Paving	_____	_____	_____
Cleaning and Sealing Cracks & Joints	_____	_____	_____
Soil Stabilization and Modification	_____	_____	_____
Aggregate Bases and Surfaces	_____	_____	_____
Highway, Railroad & Waterway Structures	_____	_____	_____
Drainage	_____	_____	_____
Electrical	_____	_____	_____
Cover & Seal Coats	_____	_____	_____
Slurry Applications	_____	_____	_____
Miscellaneous Concrete Construction	_____	_____	_____
Landscaping	_____	_____	_____
Seeding & Sodding	_____	_____	_____
Vegetation Spraying	_____	_____	_____
Tree Trimming & Selective Tree Removal	_____	_____	_____
Fencing	_____	_____	_____

Guardrail	_____	_____	_____
Grouting	_____	_____	_____
Painting	_____	_____	_____
Signing	_____	_____	_____
Paint Pavement Marking	_____	_____	_____
Thermoplastic Pavement Marking	_____	_____	_____
Epoxy Pavement Marking	_____	_____	_____
Installation of Raised Pavement Markers	_____	_____	_____
Pavement Texturing & Surface Removal	_____	_____	_____
Cold Milling, Planning & Rototilling	_____	_____	_____
Erection	_____	_____	_____
Demolition	_____	_____	_____
Other	_____	_____	_____

I, WE being duly sworn, do hereby declare the explanation and justification to be a true and correct statement.

**Firm #1**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print)

Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (Notary Seal)

My commission expires on \_\_\_\_\_

Notary Public

**Firm #2**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print)

Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (Notary Seal)

My commission expires on \_\_\_\_\_

Notary Public

**Firm #3**

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print)

Signature (Proprietor, Partner, Officer or Director)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. (Notary Seal)

My commission expires on \_\_\_\_\_

Notary Public

This form must be submitted with the bid.

**SPECIAL PROVISION  
FOR  
PROPOSAL AGREEMENTS  
ADDENDUM RECEIPT**

The receipt of the following addenda to the drawings and/or specification is acknowledged:

Addendum No. 1  
Dated 5/14/12

Addendum No. \_\_\_\_\_  
Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_  
Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_  
Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_  
Dated \_\_\_\_\_

NOTE: These Addenda form a part of the Bidding and Contract Documents and modify the Original Documents for this Contract. Receipt of these Addenda shall be acknowledged above. Failure to do so may subject the Bidder to disqualification.

**SPECIAL PROVISION  
FOR  
COMBINATION BIDDING PROCESS**

All references to Sections or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Cook County Highway Department.

Combination Bids. The projects listed below with their individual WORKING DAYS and CALENDAR DAYS shall be let in combination:

PROJECT	SECTION	WORKING DAYS	CALENDAR DAYS
---------	---------	--------------	---------------

A Combination Bid is a total bid received on 2 or more proposals. No Combination Bids other than those specifically set up by the Department will be considered. Separate proposal forms will be issued for each project in the combination so bids may be submitted on the combination as well as on separate units of the combination. The department reserves the right to make the awards on combination bids or separate bids to the best advantage of the Department.

If a Combination Bid is submitted on 2 or more proposals, separate proposals on each individual contract shall also be submitted, and unless separate proposals are submitted, the Combination Bid will not be considered. If the bidder desires to submit a Combination bid, the bidder shall state, in the place provided in the proposal form, the amount of the Combination Bid for the entire combination.

If a Combination Bid is submitted on any stipulated combination, and errors are found to exist in computing the gross sum bid on any one or more of the individual proposals, corrections shall be made, by the Department and the amount of the Combination Bid shall be corrected so that it will be in the same proportion to the sum of the corrected gross sum bid as the Combination Bid submitted was to the sum of the gross bid submitted.

The following provisions shall govern combination bidding:

- 1) A Combination Bid which is submitted for 2 or more proposals and awarded on that basis shall have the bid prorated against each proposal in proportion to the bid submitted for each proposal.
- 2) Separate contracts shall be executed for each proposal included in the combination.
- 3) The proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the Combination Bid.
- 4) The completion date for all contracts awarded on a Combination Bid shall be the latest completion date designated for any one or more of the contracts included in the combination, unless otherwise provided in the contract.



- 5) Contracts awarded in combination for the projects above shall have the WORKING DAYS revised to \_\_\_\_\_WORKING DAYS, and the CALENDAR DAYS revised to \_\_\_\_\_CALENDAR DAYS. The "Daily deduction" rate in the Traffic Control Deficiency Deduction Special Provision shall be based on the REVISED CALENDAR DAYS stated above.
- 6) The Contractor, at his option, may start one project or all projects. WORKING DAYS then shall start as specified in Article 108.04 of the Standard Specifications for Road and Bridge Construction and shall continue from that day forward until all projects are completed.
- 7) An extension of time for any one or more contracts awarded on a Combination Bid shall automatically extend all contracts awarded on the combination.
- 8) In the event the Contractor fails to complete any one or all the contracts on the Combination Bid by the contract completion date plus any authorized extension, or the contract working days plus any authorized extension, the liquidated damages shall be determined from the schedule of deductions for each day of the overrun in the contract time in Article 108.09 in the Standard Specifications for Road and Bridge Construction, based on the Combination Bid total, and shall be computed on the combination and prorated against the 2 or more individual contracts based on the dollar value of each contract.
- 9) The Plans and Special Provisions for each separate contract shall be construed separately for all requirements, except as described in section 1 through 8 listed above.

**SPECIAL PROVISION  
FOR  
PROMPT PAY MECHANISMS**

Federal regulations found in 49 CFR Part 26.29 mandate the Cook County Highway Department to establish a contract clause to require contractors to pay subcontractors for satisfactory performance of their subcontracts within a specific number of days after receipt of each payment made to the contractor, and to require the prompt return of retainage withheld from subcontractors.

This Special Provision establishes the required Federal contract clause, and adopts a fifteen (15) day requirement for the purpose of compliance with the federal regulation regarding payments to subcontractors.

This contract is subject to the following payment obligations:

"As partial payments are made to the contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the contractor shall make corresponding partial payment within fifteen (15) calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Cook County Highway Department and included in the partial payment to the contractor. Subcontractors shall be paid in full, including the return of any retainage previously withheld, within fifteen (15) calendar days after the subcontractor's work has been satisfactorily completed."

This Special Provision does not create any rights in favor of any subcontractor against the County of Cook or authorize any cause of action against the County of Cook on account of any payment, nonpayment, delayed payment or interest claimed by application of this Prompt Payment Special Provision. The Cook County Highway Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Cook County Highway will not approve any delay or postponement of the fifteen (15) day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly, performed or material furnished. These remedies are lien against public funds set forth in Section 23© of the Mechanics Lien Act, 770 ILCS 60/23©, and a recovery on the contractors payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

**SPECIAL PROVISION  
FOR  
CONTRACT CLAIMS**

All References to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Cook County Highway Department.

109.09 Contract Claims. Revise the second sentence of subparagraph (a) of Article 109.09 to read:

"All claims shall be submitted to the Engineer."

Revise subparagraph (e) of this Article to read:

"Procedure. The department provides three administrative levels for claims review:

Level I	Resident Engineer
Level II	Bureau Chief, Construction Bureau
Level III	Superintendent of Highways

All Claims shall first be submitted at Level I. This Engineer shall consider all information submitted with the claim within 90 days after receipt. Claims not conforming to this Article will be returned without consideration. The Resident Engineer may schedule a claim presentation meeting if in the Resident Engineer's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be based on the claim documentation submitted. If a decision is not rendered within 90 days, or if the Contractor disputes the decision, an appeal to Level II shall be made by the Contractor. An appeal to Level II shall be made by the Contractor. An appeal to Level II shall be made in writing to the Resident Engineer within 45 days after the date of the Level I decision, and shall include two (2) additional copies of the claim and supporting documentation. Review of the claim a Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be schedule if the Bureau Chief, Construction Bureau determines that such a meeting would aid in the resolution of the claim, otherwise a decision will be made on the claim documentation submitted. If a Level II decision is not rendered within 90 days after receipt of the written appeal, or if the Contractor disputes the decision, an appeal at Level III shall be made in writing to the Bureau Chief, Construction Bureau, within 45 days of the date of the Level II decision. Review of the claim at Level III shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Superintendent of Highways determines that such a meeting would aid in resolution of the claim, other a decision will be based on the claim documentation submitted. A Level III final decision will be rendered within 90 days of receipt for appeal.

**SPECIAL PROVISION**  
**FOR**  
**PRE-CONSTRUCTION CONFERENCE**

After the award of the contract and before construction is started, a conference shall be held at a time and place to be designated by the County.

The purpose of the conference shall be to co-ordinate the work to be performed and adopt a schedule of operations.

The conference will be attended by representatives of the participating agencies together with the public and private agencies whose facilities are involved in the construction of the project.

**SPECIAL PROVISION  
FOR  
MOBILIZATION**

This Special Provision amends the provisions of Article 671 of the Standard Specifications for Road and Bridge Construction and shall be construed to be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

671 Mobilization. Revise the Article to read:

671.01 Description. This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of offices, buildings, and other facilities necessary for work on the project; and for all other work or operations which must be performed or costs incurred when beginning work on the project.

671.02 Basis of Payment. Upon execution of the contract and a written letter from the Contractor requesting mobilization, three percent of the total contract bid will be paid as the original mobilization payment. The three percent will be recovered according to the following schedule.

- 1) When 10 percent or more of the original contract amount is earned, 1/5 of the original mobilization payment will be deducted from the current pay voucher.
- 2) When 20 percent or more of the original contract amount is earned, a cumulative 2/5 of the original mobilization payment will be deducted from the current pay voucher.
- 3) When 30 percent or more of the original contract amount is earned, a cumulative 3/5 of the original mobilization payment will be deducted from the current pay voucher.
- 4) When 40 percent or more of the original contract amount is earned, a cumulative 4/5 of the original mobilization payment will be deducted from the current pay voucher.
- 5) When 50 percent or more of the original contract amount is earned, the remaining balance of the original mobilization payment will be deducted from the current pay voucher.

**SPECIAL PROVISION  
FOR  
CONSTRUCTION AIR QUALITY  
DIESEL VEHICLE EMISSIONS CONTROL  
(GREEN CONSTRUCTION ORDINANCE)**

Description. Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. All equipment on the jobsite as defined by section 30-952 (a) of the Cook County Green Construction Ordinance (ORDINANCE) shall be required to use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less). Equipment shall include any "rental" equipment. In addition, the Contractor is required to comply with section 30-954 -3(c) related to engine idling.

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to adjudication in accordance with the attached Ordinance. Liquidated damages as per section 30-955 (c) of the ORDINANCE will not apply until such time as the level 2 or 3 controls are phased in.

The Contractor is required to submit a list of equipment to be used on the project to the Cook County Department of Environmental Control (DEPARTMENT), as stated in section 30-954(a) and (b) of the ORDINANCE, and shall copy the Cook County Highway Department - Construction Bureau on that submittal. The 30 day submittal stipulation cited in section 30-954(a) of the ORDINANCE will be enforced. The Contractor may not begin work on the project unless acknowledgement by the DEPARTMENT of their receipt of the list is provided to the Construction Bureau of the Cook County Highway Department. At this time, the list will be used for statistical data only. The Contractor is not required to meet portions of the ordinance related to level 2 or 3 controls as outlined in the ORDINANCE until such time as stipulated in the ordinance. If additional equipment is to be used on a project that was not on the original equipment list submitted to the DEPARTMENT, the Contractor must follow the same procedure as outlined above. Short term usage of equipment shall be as stated in section 30-952(3)(c)(1) of the ORDINANCE.

The Contractor shall submit copies of monthly summary reports to the DEPARTMENT and include certified copies of the ULSD fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

The ORDINANCE is attached and made a part of this contract. Contact information for the Department of Environmental Control is given below.

Basis of Payment. Any costs associated with compliance with this special provision and the Green Construction Ordinance shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

Cook County Department of Environmental Control  
69 West Washington Street Room 1900  
Chicago, IL 60602  
Re: Cook County Green Construction Ordinance  
Phone: 312-603-8200

09-0-36

ORDINANCE

Sponsored by

THE HONORABLE TODD H. STROGER, PRESIDENT

AND ROBERTO MALDONADO, JOAN PATRICIA MURPHY AND PETER N. SILVESTRI

COUNTY COMMISSIONERS

Co-Sponsored by

THE HONORABLE JOHN P. DALEY, ELIZABETH "LIZ" DOODY GORMAN,

JOSEPH MARIO MORENO, DEBORAH SIMS, ROBERT B. STEELE

AND LARRY SUFFREDIN, COUNTY COMMISSIONERS

COOK COUNTY GREEN CONSTRUCTION ORDINANCE

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 30 Environment, Article IX Green Construction, Sections 30-950 through 30-955 of the Cook County Code is hereby enacted as follows:

**ARTICLE IX. GREEN CONSTRUCTION**

**Sec. 30-950. Board of Commissioners findings.**

- a) Diesel exhaust particle pollution poses a clear and present health risk to the people of Cook County. The United States Environmental Protection Agency has classified diesel exhaust as a likely human carcinogen, and has identified diesel particulate matter and diesel exhaust organic gases as toxic air pollutants. Diesel exhaust is also a prime contributor to airborne fine particle pollution that is linked to premature death and other serious cardiovascular and pulmonary problems such as heart attacks, abnormal heart rhythms, atherosclerosis, stroke, asthma attacks, permanent respiratory damage and retardation of lung growth in children.
- b) Cook County is a USEPA designated non-attainment area for fine particulate matter pollution.
- c) The health impacts from diesel emissions particularly affect children, the elderly, and people with weakened immune systems.
- d) Particularly high concentrations of diesel emissions often occur in heavily traveled transportation corridors, intermodal yards, bus depots, and construction sites; these diesel "hot spots" often are found in densely populated, urban areas, disproportionately impacting ethnic minorities and people of lower economic status.

- e) Diesel engine crankcases also are a source of emissions that can seep into the cabin and expose vehicle drivers and passengers to harmful diesel emissions.
- f) Diesel exhaust also contains black carbon emissions, which contribute to global climate change.
- g) Reduction of diesel emissions can help address these human health and environmental problems.
- h) The United States Environmental Protection Agency has enacted requirements over the past few years requiring the substantial reduction of emissions from new diesel engines in both heavy duty highway vehicles and land-based non-road equipment. However, these regulations do not apply to any of the over 11 million existing diesel engines in the United States, most of which emit substantially more pollution and often remain in service for 10 to 30 years, depending on the type of engine and equipment.
- i) Practical, cost-effective measures to substantially reduce diesel particulate emissions are available today, and can be applied to many existing diesel engines. The same technology that limits diesel pollution from new diesel engines can be retrofitted onto existing engines or applied in new replacement engines to reduce diesel emissions by 85% or better.
- j) Therefore, the purpose of this ordinance is to minimize the public health risks from exposure to diesel particulate emissions as expeditiously as practicable.

#### **Sec. 30-951. Definitions.**

**CARB** means the California Air Resources Board.

**County**, as used in this chapter (with the exception of the use of the words to describe or identify the Government or Board of Commissioners thereof), means all of the territory in the County exclusive of the City of Chicago.

**Department** means the Cook County Department of Environmental Control.

**Fleet** means one or more diesel vehicles or mobile or stationary diesel engines owned or operated by the same person or group of related persons.

**Heavy duty diesel vehicle** means a motor vehicle with a gross vehicle weight rating of at least 8,500 pounds that is powered by a diesel engine.

**Level 1 Control** means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 25% or more from uncontrolled engine emission levels.

**Level 2 Control** means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 50% or more from uncontrolled engine emission levels.

**Level 3 Control** means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 85% or more from uncontrolled engine emission levels, or that reduces emissions to less than or equal to 0.01 grams of PM per brake horsepower-hour. Level 3 Control includes repowering or replacing the existing diesel engine with an engine meeting USE PA's 2007 Heavy-duty Highway Diesel



Standards (66 Fed. Reg. 5002), or in the case of a non-road engine, an engine meeting the USE PA's Tier 4 Nonroad Diesel Standards (69 Fed. Reg. 38958); Level 3 Control also includes new diesel engines meeting said emissions standards.

**Motor vehicle** means any self-propelled vehicle designed for transporting persons or property on a street or highway, including an on-road diesel vehicle.

**Nonroad engine** means an internal combustion engine (including the fuel system) that is not used in a motor vehicle or a vehicle used solely for competition, or that is not a stationary source, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

**Nonroad Vehicle** means a vehicle or equipment that is powered by a nonroad engine, fifty horsepower and greater, and that is not a motor vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers and similar equipment; non-road vehicles do not include locomotives or marine vessels.

**Prime Contractor** means any person or business entity that enters into a public works contract with Cook County.

**Public Works Contract** means a contract, budgeted at \$2,000,000 or more, with a County agency for a construction program or project bid by Cook County involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a County agency for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a County agency for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

**Stationary Generators** means a non-mobile machine that uses diesel fuel to produce electrical energy.

**Subcontractor** means any person or business entity that enters into a contract with a Prime Contractor as defined herein to perform work on a public works contract with Cook County.

**Ultra low sulfur diesel fuel** means diesel fuel that has a sulfur content of no more than fifteen parts per million.

**US EPA** means the United States Environmental Protection Agency.

**Verified diesel emission control device** means:

- a) an emission control device or strategy that has been verified to achieve a specified diesel PM reduction by US EPA or CARB; or
- b) replacement or repowering with an engine that is certified to specific PM emissions performance by USE PA or CARB.

**Sec. 30-952. Emission reduction.**

- a) Immediately after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall use Ultra Low Sulfur Diesel fuel for diesel motor vehicles, nonroad vehicles, and stationary generators used in the performance of the contract.
- b) Beginning January 1, 2014, for Prime Contractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that a Prime Contractor and all Subcontractors in the performance of such contract shall not operate any heavy-duty diesel vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the Prime Contractor or Subcontractors to the agency of appropriate and sufficient documentary evidence:
  - (1) Subsection (b) shall not apply to any heavy-duty diesel vehicle on the construction site working three days or less over the life of the project.
  - (2) Subsection (b) shall not apply to any heavy-duty diesel vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 3 Controls, in which case such fleet owner or operator shall install Level 2 Controls that are available and appropriate for such vehicle as determined by the Department. If the Department makes a written finding that any such vehicle cannot be retrofit with Level 2 controls, said vehicle shall be retrofit with Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.
  - (3) Any heavy-duty diesel vehicle that has operational Level 2 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (b).
- c) Within two years after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall not operate any diesel nonroad vehicle in the performance of a public works contract unless that vehicle has installed Level 2 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the contract or to the agency of appropriate and sufficient documentary evidence:
  - (1) Subsection (c) shall not apply to any diesel nonroad vehicle on the construction site working three days or less over the life of the project.
  - (2) Subsection (c) shall not apply to any diesel nonroad vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 2 Controls, in which case such fleet owner or operator shall install Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.

- (3) Any diesel nonroad vehicle that has operational Level 1 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (c).
- d) Beginning January 1, 2014, for Prime Contractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that a Prime Contractor and all Subcontractors in the performance of such contract shall not operate any diesel nonroad vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the Prime Contractor or Subcontractors to the agency of appropriate and sufficient documentary evidence:
  - (1) Subsection (d) shall not apply to any diesel nonroad vehicle on the construction site working three days or less over the life of the project.
  - (2) Subsection (d) shall not apply to any diesel nonroad vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 3 Controls, in which case such fleet owner or operator shall install Level 2 Controls that are available and appropriate for such vehicle as determined by the Department.
  - (3) Any diesel nonroad vehicle that has operational Level 2 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (d).

#### **Sec. 30-953. Costs.**

All costs associated with meeting these requirements are incidental to the overall contract. No additional time or monies will be granted to the Prime Contractor for compliance with these requirements and any associated regulations.

#### **Sec. 30-954. Compliance.**

- a) Thirty days before beginning work, the Prime Contractor shall submit to the Department for approval a list of all heavy-duty diesel vehicles, nonroad vehicles, and stationary generators to be used on the project. The list shall include the following:
  - (1) Prime Contractor and Subcontractor name and address, plus contact person responsible for the vehicles or equipment.
  - (2) Equipment type, manufacturer, engine model year, engine certification (Tier rating), ECM calibration, horsepower, plate, serial number, and expected fuel usage and/or hours of operation.
  - (3) For the pollution control technology installed: technology type, serial number, make, model, manufacturer, EPA/CARB verification number/level, and installation date.

- b) If the Prime Contractor subsequently needs to bring on site equipment not on the list, the Prime Contractor shall submit the request in writing for prior approval. Additional equipment shall comply with all contract conditions.
- c) During periods of inactivity, idling of diesel on road motor vehicles and nonroad vehicles shall be minimized and shall not exceed the time allowed under state and local laws.
- d) Any public works contract shall provide for enforcement of the contract provisions required by Section 3 and penalties for noncompliance of such provisions.

**Sec. 30-955. Enforcement.**

- a) Any solicitation for a public works contract subject to the provisions of this section and any contract entered into as a result of such solicitation shall include provisions authorizing independent monitoring and inspection of the Prime Contractor and Subcontractor's compliance with the requirements of this section and requiring that the Prime Contractor and Subcontractor comply with this section. The Prime Contractor shall be liable for a fee of \$200 for the review of Prime Contractor and Subcontractor's compliance with the provisions of this section, and the County may withhold and deduct the fee from monies otherwise due the Prime Contractor.
- b) All vehicles and equipment to which these requirements are applicable will be subject to random inspections to ensure full compliance with these requirements. If any equipment is found to be non-compliant, the Prime Contractor, Subcontractor or Supplier must remove or retrofit this equipment or vehicle within 24 hours or be subject to liquidated damages pursuant to subdivision (c) of this section until that piece of equipment or vehicle is removed from Project.
- c) In the event of a violation of any provision of this section, except as provided, in subdivision (d) of this section, liquidated damages shall be assessed against the Prime Contractor in the amount of \$5,000 for each violation (with each piece of noncomplying equipment and each day of noncompliance being a separate violation, not to exceed a total of \$50,000 for any one piece of equipment). Said liquidated damages are not imposed as a penalty but as an estimate of the damages that the County will sustain from delay in completion of the work, as well as resultant damages to public health of its citizens, which damages by their nature are not capable of precise proof. The County may withhold and deduct from monies otherwise due the Prime Contractor the amount of liquidated damages due the County.
- d) No Prime Contractor or Subcontractor shall make a false statement or claim with respect to any matter material to compliance with the provisions of this section to the County. Any Prime Contractor or Subcontractor making such a false statement shall pay the County up to \$10,000 for each such statement as liquidated damages pursuant to the provisions of subdivision (c) of this section.
- e) Fees and liquidated damages paid to the County under this section shall be placed in the Cook County Environmental Management Fund.

**Sec. 30-956. Regulations.**

Within six months of the effective date of this act, the Department shall, after written notice and public hearing, promulgate regulations implementing the provisions of this act.

Effective date: This Ordinance shall take effect upon adoption.

Approved and adopted this 19th day of May 2009.

TODD H. STROGER, President

Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk.

**SPECIAL PROVISION  
FOR  
PROCESSING OF EXTRA WORK PAYMENT REQUESTS**

Contractor's payment requests for Extra Work as identified in Article 104.02 of the Standard Specifications shall be processed in accordance with Article 109.04 of the Standard Specifications and the following additional procedures:

- 1) Contractor shall invoice the County for such Extra Work in accordance with the lump sum price, unit price, or force account as agreed to by the Engineer and Contractor.
- 2) Force account billing for equipment expense shall follow the applicable volume of the Equipment Watch Rental Rate Blue Book (Blue Book). Determination of equipment rates shall follow the IDOT Construction Memorandum 07-09. Also, a copy of the Blue Book calculation for each piece of equipment shall be included with the force account billing.
- 3) Contractor shall submit invoice for such Extra Work after the Extra Work has been fully completed by Contractor within sixty (60) days of completion of the work.
- 4) The Engineer shall review the Contractor's invoice and approve or disapprove the invoice within sixty (60) days after receipt of the invoice.
- 5) If the Engineer disapproves the invoice, the Engineer shall give Contractor notice of the reasons for such disapproval and the Contractor shall resubmit a corrected invoice for the Engineer's review. The County shall have an additional thirty (30) days to review and approve or disapprove the corrected invoice.
- 6) Once the Engineer approves the invoice, the Engineer shall notify the Contractor of such approval and shall present a recommendation for change in plan to the Cook County Board of Commissioners. The Engineer may make interim payment for the approved invoice under the Contract Extra Work item prior to Cook County Board of Commissioners' approval of the change in plan.
- 7) Within thirty (30) days after the Cook County Board of Commissioners' approves the recommendation for change in plan, the Engineer shall present the invoice to the Cook County Board of Commissioners for payment authorization of invoice specific item of work (the New item), and shall delete the corresponding invoice amount from the item for Contract Extra Work.
- 8) A County warrant shall be issued to the Contractor after the Cook County Board of Commissioners authorizes payment of the invoice.

**SPECIAL PROVISION  
FOR  
ENGINEER'S FIELD OFFICE**

This Special Provision amends the provisions of the Standard Specifications for Road and Bridge Construction and shall be construed to be a part thereof.

670.01 Description. Add the following paragraph:

Subject to the discretion of the Resident Engineer, each field office shall be furnished with a Nuclear Density Gauge box permanently affixed to the inside of the office. The storage box shall be constructed of steel or 19 mm (3/4 inch) plywood and have minimum dimensions of 450 mm (18 inches) wide, 600 mm (24 inches) long and 800 mm (32 inches) high with a front opening door of not less than a 400 mm (16 inch) by 750 mm (30 inch) opening. Door shall be affixed with hasp for lock and tamperproof hinges. The Engineer shall furnish a lock for the door. The front of the storage box shall be placarded with a standard Radiation Warning Sign with the following wording: "RADIATION -- CAUTION RADIOACTIVE MATERIALS."

670.02 Engineer's Field Office Type A. Add the following to Article 670.02, paragraph 6:

- (n) One digital copy machine capable of reproducing prints up to 11 in. X 17 in. from nontransparent master sheets, as black or blue lines on white paper, including maintenance, activating agent and power source. 8.5 in. x 11 in., 8.5 in. x 14 in. and 11 in. x 17 in. reproduction paper shall be included to the satisfaction of the Engineer. The copy machine shall have an automatic document feed.

The digital copy machine must be capable of scanning and printing to and from a computer. The Contractor shall provide all patch cords and software required to make the equipment operational.

- (o) Three (3) cellular phones which have the capacity of both cellular call capacity and two (2) way communication, Nextel or equal. These cellular phones will be for exclusive use by the Engineer and the Engineer's support staff, must have established voice mail, hands free adaptors, belt clips and car adaptors. All of the cellular phones and services must be compatible with each other. The cellular phones will include maintenance and operating costs.
- (p) One digital camera with 7 megapixel minimum resolution, batteries to operate camera and digital camera case.
- (q) An upright or new shop vacuum with a Hepa-Filter and any miscellaneous cleaning supplies necessary for the Engineer to maintain the Field Office. A weekly cleaning service will be an acceptable alternative.
- (r) The following suggested office and field supplies shall be furnished to the Engineer prior to the commencement of the project. The Contractor must coordinate with the Resident Engineer prior to purchase.

**OFFICE :**

Adjustable Hole Punch, Black ( 3-Hole)	1 Each
Bankers Box, Legal size With String and Button Closure	4 Pack
Binder Clips, Large, 2", Box of 12 Each	2 Each
Binder Clips, Medium, 1 ¼", Box of 12 Each	2 Each
Binder Dividers, Avery index marker or equivalent	1 Each
Binder, Black 1" Capacity	1 Each
Binder, Black, 1-1/2" Capacity	2 Each
Binder, Black, 3" Capacity	1 Each
Calendar, At-A-Glance 3-Month Wall or equivalent	1 Each
Calendar, At-A-Glance Black Compact Desk Calendar Base for 3" x 3 ¾" Calendar or equivalent	1 Each
Calendar, At-A-Glance Compact Desk Refill or equivalent, 3" x 3 ¾"	1 Each
Clipboard, Legal	2 Each
Correction Fluid, Multipurpose, White	1 Each
DVD Cases, Slim Line, 25 Count	1 Pack
DVD Discs, R.W., 25 Count	1 Pack
Folders, Manila 250 Count Letter 1/3 Cut File	1 Box
Highlighters, Assorted Fluorescent Colors, 4 Count	1 Pack
Labels, Multipurpose White 500 Count, 3/4" x 1 ½"	1 Pack
Letter Trays, Stackable, Pack of 6	1 Each
Markers, Large, Permanent, Black	12 Each
Markers, Sharpie, Black or equivalent	12 Each
Memory Card, 2 Gig SD for Digital Camera	1 Each
OIC, Ideal Clamps, Small Box of 50	2 Each
Paper Clips, Jumbo No. 1, Regular, Box of 100	2 Each



Paper Clips, No. 1, Regular, Box of 100	2 Each
Paper, Quadrille Pad, 8 ½" x 11"	6 Each
Paper, Standard Canary Letter Pads, 6 Count, 8 ½" x 11 ¾"	1 Pack
Pen, Black	2 Pack
Pen, Red	1 Pack
Pencil, Lead Refill, 0.5 mm, Tube of 12	2 Each
Pencils, Disposable	2 Pack
Pencils, Color (Green)	1 Pack
Pencils, Color (Orange)	1 Pack
Pencils, Color (Red)	1 Pack
Pencils, Color (Yellow)	1 Pack
Pencils, Pentel Forte or equivalent, Automatic Pencil, 0.5 mm	3 Each
Pencils, Zebra Rubber Sharpo Mechanical Pencil or equivalent	2 Each
Post-It Memo Cubes, 3 7/8" x 3 7/8", Cube of 300 Sheets	1 Each
Post-It Notes, Yellow, 12 Count 3" x 3"	1 Pack
Rubber Bands, #16, 1 lb., 2 " x 1/16"	1 Each
Rubber Bands, #32, 1 lb., 3" x 1/8"	1 Each
Scissors, Deskwork's or equivalent	1 Each
Staple Remover, Pinch Type	1 Each
Stapler, Black Deluxe Standard	1 Each
Tape Dispenser	1 Each

Tape, Transparent Refills ¾"	6 Each
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**FIELD:**

Ruler, 6 ft., inch/tenth	6 Each
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Tape, 100 ft, Fiberglass with Handle	1 Each
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Tape, 25 ft. inch/tenth, Retractable, Lufkin or equivalent	2 Each
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Wheel, Measuring English	1 Each
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Note: The above list is an estimate. The Resident Engineer reserves the right to modify the list to meet his/her field and office needs to properly administer the contract. The estimated cost for the specified supplies is \$650.00. The items in 670.02 (r) will not be returned to the Contractor.

(s) The Contractor must supply the following technology to establish an Internet Service Provider, ISP, at the Engineer's Field Office. All costs related with equipment, installation, maintenance and service will be included with this Special Provision:

1. MUST be a commercial service; NOT a home service
2. MINIMUM 768 kbs Bandwidth

The County Highway Department Engineering Computer Division contact person is as follows:

Abe Zingher  
 Cook County Administration Building  
 Room 2400  
 69 West Washington Street  
 Chicago, Illinois 60602-3007  
 Work: (312) 603-1754  
 E-mail: abzinger@cookcountygov.com

**SPECIAL PROVISION  
FOR  
CONSTRUCTION DEBRIS**

Add the following to the third paragraph of Article 202.03 of the Standard Specifications:

"The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years."

**SPECIAL PROVISION  
FOR  
MANAGING CONCRETE WASTE**

Description. Prevent or reduce the discharge of pollutants to stormwater from concrete waste including diamond grinding slurry or residue by conducting washout offsite or by performing onsite washout in a designated area.

Construction. Perform this work on projects where;

- Concrete is used as a construction material or where concrete dust and debris result from demolition activities
- Slurries containing portland cement concrete (PCC) or asphalt concrete (AC) are generated, such as from saw cutting, coring, grinding, grooving, and hydro-concrete demolition
- Concrete trucks and other concrete-coated equipment are washed onsite
- Mortar-mixing stations exist

Requirements.

- No discharge of water/lime slurry will be allowed to enter "waters of the state".  
"Waters of the state" - all rivers, streams, lakes and other bodies of surface and subsurface water lying within the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or entity.
- The slurry shall not be discharged to drainage ways, non-vegetated areas or anywhere storm water runoff is likely to occur.
- Discharge of the slurry should be stopped
  - at least 25 feet from creeks and rivers on slopes less than 12 percent.
  - at least 50 feet on slopes 12 percent to 25 percent in areas with healthy vegetation on the road right of way.
  - at least 12 feet from the bottom of all ditches.
- On sites where there is sparse or no vegetation to control the movement of the slurry, alternatives that may be used include:
  - Pump the slurry into tankers and hauled to an area where it can be spread as a lime supplement. This method will require additional tankers and land close to the project site.
  - Incorporate the slurry into the soil on the right of way next to the road where it will not impact waters of the state, highway or shoulders.
- The Resident Engineer must approve any other method of application or use of the slurry. The design engineer should be contacted for guidance on the use of alternative methods.
- Precautions must be taken at all times to prevent the slurry from entering the waters of the state. Should improper application occur which may result in a discharge of lime slurry to the waters of the state, the contractor shall immediately remove the slurry and notify the Resident Engineer.

Implementation. The following steps shall be taken to help reduce stormwater pollution from concrete wastes:

- Store dry and wet materials under cover, away from drainage areas.
- Avoid mixing excess amounts of fresh concrete.
- Perform washout of concrete trucks offsite or in designated areas only.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped onsite, except in designated areas.

For onsite washout:

- Locate washout area at least 50 feet from storm drains, open ditches, or water bodies.
- Prevent runoff from this area by constructing a temporary pit or bermed area large enough for liquid and solid waste.
- Wash out wastes into the temporary pit where the concrete can set, be broken up, and then disposed properly.
- Avoid creating runoff by draining water to a bermed or level area when washing concrete to remove fine particles and expose the aggregate.
- Do not wash sweepings from exposed aggregate concrete into the street or storm drain.
- Collect and return sweepings to aggregate base stockpile or dispose in the trash.

For Concrete Slurry Wastes. The following steps shall be taken when handling and disposing of concrete slurry wastes containing portland cement concrete (PCC) or asphalt concrete (AC) generated, such as from saw cutting, coring, grinding, grooving, and hydro-concrete demolition.

- PCC and AC waste should not be allowed to enter storm drains or watercourses.
- PCC and AC waste should be collected and disposed of or placed in a temporary concrete washout facility.
- A sign should be installed adjacent to each temporary concrete washout facility to inform concrete equipment operators to utilize the proper facilities.
- Below grade concrete washout facilities are typical. Above grade facilities are used if excavation is not practical.
- A foreman or construction supervisor should monitor onsite concrete working tasks, such as saw cutting, coring, grinding and grooving to ensure proper methods are implemented.
- Saw-cut PCC slurry should not be allowed to enter storm drains or watercourses.
- Residue from grinding operations should be picked up by means of a vacuum attachment to the grinding machine.
- Saw cutting residue should not be allowed to flow across the pavement and should not be left on the surface of the pavement.

Slurry residue should be vacuumed and disposed in a temporary pit (as described below) and allowed to dry. Dispose of dry slurry residue in accordance with

For Onsite Temporary Concrete Washout Facility:

- Temporary concrete washout facilities should be located a minimum of 50 ft from storm drain inlets, open drainage facilities, and watercourses. Each facility should be located away from construction traffic or access areas to prevent disturbance or tracking.
- A sign should be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Temporary concrete washout facilities should be constructed above grade or below grade at the option of the contractor. Temporary concrete washout facilities should be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.
- Temporary washout facilities should have a temporary pit or bermed areas of sufficient volume to completely contain all liquid and waste concrete materials generated during washout procedures.
- Washout of concrete trucks should be performed in designated areas only.
- Only concrete from mixer truck chutes should be washed into concrete wash out.
- Concrete washout from concrete pumper bins can be washed into concrete pumper trucks and discharged into designated washout area or properly disposed of offsite.
- Once concrete wastes are washed into the designated area and allowed to harden, the concrete should be broken up, removed, and disposed of per WM-5, Solid Waste Management. Dispose of hardened concrete on a regular basis.
- Temporary Concrete Washout Facility (Type Above Grade)
  - Temporary concrete washout facility (type above grade) should be constructed as shown on the details at the end of this BMP, with a recommended minimum length and minimum width of 10 ft, but with sufficient quantity and volume to contain all liquid and concrete waste generated by washout operations.
  - Silt Fence, wood stakes, and sandbag materials should conform to the provisions in SE-9, Straw Bale Barrier.
  - Plastic lining material should be a minimum of 10 mil in polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.
- Temporary Concrete Washout Facility (Type Below Grade)
  - Temporary concrete washout facilities (type below grade) should be constructed as shown on the details at the end of this BMP, with a recommended minimum length and minimum width of 10 ft. The quantity and volume should be sufficient to contain all liquid and concrete waste generated by washout operations.
  - Lath and flagging should be commercial type.
  - Plastic lining material should be a minimum of 10 mil polyethylene sheeting and should be free of holes, tears, or other defects that compromise the impermeability of the material.

**Removal of Temporary Concrete Washout Facilities:** When temporary concrete washout facilities are no longer required for the work, the hardened concrete should be removed and disposed of. Materials used to construct temporary concrete washout facilities should be removed from the site of the work and disposed of. Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities should be backfilled and repaired.

### Inspection and Maintenance.

- Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are under way, inspect weekly during the rainy season and of two-week intervals in the non-rainy season to verify continued BMP implementation.
- Temporary concrete washout facilities should be maintained to provide adequate holding capacity with a minimum freeboard of 4 in. for above grade facilities and 12 in. for below grade facilities.
- Maintaining temporary concrete washout facilities should include removing and disposing of hardened concrete and returning the facilities to a functional condition.
- Hardened concrete materials should be removed and disposed of.
- Washout facilities must be cleaned, or new facilities must be constructed and ready for use once the washout is 75% full.

### Disposal for the Diamond Grinding Slurry (Non Hazardous Only).

Transporting. - Transport the diamond grinding slurry from the diamond grinder to a licensed Type II municipal landfill for solidification or to a licensed liquid industrial waste disposal facility. Cover and contain to prevent loss to the environment during transport and delivery to the licensed facility.

Solid Waste Facility. Dispose of the diamond grinding slurry in a licensed Type II municipal landfill pursuant to Part 115 of Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Act 451). The disposal shall be consistent with the landfill's waste acceptance policies and the slurry shall be solidified sufficiently to pass the paint filter test.

Licensed Liquid Industrial Waste Disposal Facility. The diamond grinding slurry may also be processed as a liquid industrial waste at a licensed liquid industrial waste facility pursuant to Part 121 of the Liquid Industrial Waste, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Act 451), provided the disposal is consistent with the licensed liquid waste facility processor acceptance policies.

Records Furnish a complete waste disposal manifest for each load prepared by the Contractor with copies to the Engineer containing information on the point of generation including roadway, the volume transported, and the name of licensed disposal facility.

Contractor Responsibility for Method of Operations. This specification sets forth minimum steps to avoid violating environmental laws. It remains the responsibility of the Contractor to determine whether more than those minimum steps are required and to perform the work required by this contract in whatever manner may be required to comply with applicable laws. The Contractor shall be liable to the Department for any fines, costs, or remediation costs incurred by the Department as a result of the Contractor's failure to be in compliance with this specification and all federal, state and local laws.

Measurement and Payment: All costs associated with the collecting, handling, transporting by contractor or licensed industrial waste hauler, manifesting the waste, managing the diamond grinding slurry, and disposing will not be paid for separately but will be included in the payment for other items of work. All costs associated with full compliance with applicable laws regardless of whether or not all applicable laws are cited in this special provision or in the Standard Specification for Construction will be borne by the Contractor.

**SPECIAL PROVISION  
FOR  
DOWEL BARS**

Revise the fifth and sixth sentences of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm) and patching of the ends will not be required. The epoxy coating applicator shall be certified according to the current IDOT Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list."

Basis of Payment. Dowel Bars required for Pavement Patching or placement of P.C. Concrete Pavement will NOT be paid for separately. The cost of the dowel bars will be included in the cost for the respective pavement replacement item. Contraction joints requiring the use of dowel bars will be located at the direction of the Engineer and placed in accordance with the applicable Illinois Department of Transportation Standard or Specification as well as any other note, detail or standard contained in the project plans and specifications.



**SPECIAL PROVISION  
FOR  
DIAMOND GRINDING CONCRETE PAVEMENT**

Description. This work involves grinding an existing PCC pavement surface for profile improvement, for use as a traffic surface, using a diamond grinder. Grinding and texturing shall be performed at the locations shown in the contract documents.

Grinding shall not extend across bridges unless specifically designated.

Equipment. Grinding operations will utilize diamond blades mounted on a self propelled machine designed for grinding and texturing pavement. The equipment shall be such that it will not cause strain or damage to the underlying surface of the pavement. Grinding equipment that causes ravels, aggregate fractures, spalls, or disturbance to the transverse or longitudinal joints will not be permitted. Vacuuming equipment for removal of residue and excess water shall be used. The equipment will have a positive means of extracting the slurry material from the pavement and for preventing dust from escaping into the air.

Preconstruction Information. Prior to construction a set of cores from within the project limits may be available for the contractor to examine and perform any tests on. The cores may be available at the Cook County Highway Department's Maintenance District 3, Material Testing Office.

Construction. Pavement surface repair (diamond grinding) shall consist of grinding and texturing the entire surface of the pavement in a longitudinal direction. The area ground shall not be left slick or polished. Substantially the entire surface area of the pavement shall be ground and textured until the pavement surface on both sides of the transverse joints and all cracks are in the same plane and meet the smoothness required. In each lane, at least 95 percent of the area in each 100 foot section shall have a newly ground surface. Except at joints and cracks, grinding shall not exceed ½ inch in depth. The ground surface shall be of uniform texture.

Grinding shall be discontinued when there is danger of water freezing.

Reflective Pavement Markers (RPM) are to be removed prior to the grinding operation. New RPM will be installed after completion of the grinding. Pay items have been included for removal and installation of RPM.

For multiple passes, the equipment shall be carefully controlled to minimize the overlap. Overlaps shall not exceed approximately 1 inch.

When more than one grinding machine is used in the same travel lane, the blade segment thickness, blade spacings, and blade diameter shall be similar so that the texture of the ground surface is reasonably uniform across the lane.

Grinding shall result in a parallel corduroy type texturing consisting of grooves between 2 millimeters and 3 millimeters wide. The distance between grooves shall be between 2 millimeters and 3 millimeters. The peaks of the ridge shall average approximately 2 millimeters higher than the bottom of the grooves. The finished texture shall be uniform. The transverse slope of the pavement shall be uniform to a degree that no depressions or misalignment of slope greater than 3 millimeters in 3 meters exists when tested with a 3

meter straightedge. Straightedge requirements do not apply across longitudinal joints or outside ground areas. Adequate cross slope drainage must result after grinding so that no ponding of water exists.

When included as part of the contract; Pavement patching (including pavement replacement for drainage and utilities), curb and gutter removal and replacement, median removal and replacement, structure adjustments, dowel retrofit, pavement widening and removal of raised reflective pavement markers shall all be done prior to diamond grinding. Joint sealing, reinstallation of raised reflective pavement markers, replacement of survey markers or monuments and permanent pavement striping must be done after diamond grinding. The Engineer will direct the timing of work for detector loop installation.

Limitations. Lane closures necessary to accomplish this work shall be shown in the contract documents, or as directed by the Engineer. The entire roadbed shall be opened to traffic at the end of the working period. Uncompleted sections may be opened to traffic without completion of grinding across an entire lane.

Removal of all slurry or residue resulting from the grinding operations shall be continuous and shall not be deposited on the slab or shoulder. Pavement and paved shoulders must be left in a clean condition.

Disposal of grinding residue shall meet the following requirements:

- 1) At no time will the grinding residue be allowed to enter a closed drainage system. The Contractor is responsible for providing suitable means to restrict the infiltration of the grinding residue into the closed drain system at no additional cost.
- 2) The Contractor will be responsible for hauling the grinding residue to a suitable location at no additional cost.
- 3) Residue will not spread within 30 meters of any natural stream or lake.
- 4) Residue will not spread within 1.5 meters of a water filled ditch.
- 5) The spread rate will not generate surface runoff. The Contractor will haul the grinding residue to a suitable location when surface runoff occurs at the grinding location at no additional cost.
- 6) Residue shall not be permitted to flow across lanes occupied by public traffic.

The Contractor shall obtain approval of the spreading/disposal method from the Engineer prior to beginning the grinding operation.

Pavement Markings. Temporary Pavement Marking Tape, Type III Line shall be installed on the pavement according immediately after permanent markings have been ground away. This is required on a daily basis when diamond grinding operations occur. Temporary pavement markings shall be installed according to Section 703 of the Standard Specifications for Road and Bridge Construction.

#### Measurement and Payment.

Diamond Grinding Concrete Pavement will be measured by area in square yards. Pay areas will include the final textured surface area. Minor areas of untextured pavement will be included in the measurement. Minor areas shall total no more than 5 percent of the designated area to be textured.

The work of collection, hauling and spreading of the grinding residue is included in the contract unit price for Diamond Grinding Concrete Pavement. Payment for additional passes or regrinding to meet ride quality requirements will not be paid for separately.

The completed work as measured for Diamond Grinding Concrete Pavement will be paid for at the contract Unit Bid Price per Sq. Yd. of Diamond Grinding Concrete Pavement.

The cost for Temporary Pavement Marking Tape, Type III Line will be considered incidental to the cost of Traffic Protection.

## SPECIAL PROVISION FOR SURVEY MONUMENTS

Description. The Contractor shall cause all work necessary to be performed for the preservation, relocation and erection of Survey Monuments at all points hereinafter described. Installation shall be made in accordance with the details shown on plans.

Survey Monuments. All section, quarter section or other government established corners which are discovered or known to exist within the limits of the proposed improvement are to be re-established (as later specified) in accordance with the details shown on the Standard Design for Cook County Survey Monuments. All section corners located within the project limits or as called out on the plans will be located by a Registered Land Surveyor and a physical monument installed at the located corner in accordance with the details specified below. This will be done even if an existing monument is not found at that corner.

Placing Monuments. When monuments are located within the limits of the proposed improvements, they shall not be disturbed by the Contractor until a Registered Land Surveyor shall have made such reference as may be necessary to preserve their location. After the pavement is laid, the original location of the monuments shall be identified by placing in position, vertically above or below the original location, the new monuments which shall comply with details shown on the Standard Designs. In case monuments do not fall within the limits of the pavement, the monument shall be placed in a 2-1/2 inch wrought iron pipe, 3 feet long, driven flush with the ground surface and grouted as shown on the aforesaid Standard design. The plugs for this purpose shall be furnished by a Registered Land Surveyor and shall be set securely and in a workmanlike manner flush with the surface of the ground or pavement in accordance with the requirements of the law and under the direction of a Registered Land Surveyor. When section corners without existing monumentation are located within the project limits or as specifically directed in the plans, that corner shall be located and monumented as described above.

Plat. The location of all monuments to be preserved, reset or erected within the limits of the improvement shall be shown on a plat or plats which delineates and describes each corner monument. Preparation of the above plat must conform with Illinois Public Act 79-649, entitled "An Act to provide for the perpetuation of land survey Monuments". Each plat shall be recorded by the Surveyor in the office of the County Recorder. Copies of the plat or plats, as recorded and bearing the appropriate document number, shall be furnished to and become the property of the Cook County Highway Department (one copy to the Pavement Geometrics Division - Survey Section and one copy to the Right of Way Bureau).

Basis of Payment. This work will be paid for at the contract unit price each for Survey Monuments, relocated and erected within the limits of the improvement or as specifically directed in the plans, which price shall include the cost of all labor, tools and materials used in the performance of preserving, relocating and identifying the monuments, as well as the salary and expense of the Registered Land Surveyor while engaged in this work.

**SPECIAL PROVISION  
FOR  
P.C. CONCRETE SURFACE FINISH**

All P.C. Concrete Pavement shall have a Type B final finish as specified in Article 420.09 (e)(2) of the Standard Specifications.

**SPECIAL PROVISION  
FOR  
TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL**

Description. This work shall consist of furnishing and installing a tangent type Traffic Barrier Terminal, Type 1, Special according to Section 631 of the Standard Specifications and the following:

The terminal and required shoulder area shall conform to Sheet No. 1 of I.D.O.T. Standard No. 630301-04. Tapering of the terminal, as shown on the standard, is required in order to offset the extruder head and eliminate encroachment on the highway pavement of curb.

The terminals at a single location within a project shall be of the same manufacture and configuration and shall be identical in design and appearance.

Materials and Construction Requirements for Direct Applied Reflectorized Terminal Marker.

Direct Applied Reflectorized Terminal Markers shall be fabricated using Types AP or ZZ reflectorized sheeting. All materials used shall meet the applicable requirements of Sections 1090 and 1091 of the Standard Specifications.

The sheeting shall be uniform in color throughout and conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration.

Direct Applied Reflectorized Terminal Markers shall be installed directly to the guardrail terminal end. The surface of the guardrail terminal end shall be cleaned of all contaminants prior to the installation of the terminal marker. The surface shall be cleaned using a 5-8 percent phosphoric acid solution and rinsed with clean water or as recommended by the manufacturer of the direct applied terminal marker sheeting and as approved by the Engineer.

Direct Applied Reflectorized Terminal Markers shall conform to the terminal marker details as shown on I.D.O.T. Standard No. 635006-02.

Basis of Payment. This work will be paid for at the contract unit price each for Traffic Barrier Terminal, Type 1, Special which price shall include furnishing and installing all parts and materials, foundations, transitions, tapers, delineations and any excavation or backfilling required. The cost of furnishing and installing Direct Applied Reflectorized Terminal Markers shall be considered as included in the contract unit price for Traffic Barrier Terminal, Type 1, Special. The cost for Hot-Mix-Asphalt shoulders will be paid separately.

**SPECIAL PROVISION  
FOR  
SCHEDULING AND LANDSCAPING**

Scheduling

Landscaping

All landscaping items contained in this contract shall be undertaken and completed in accordance with the seasonal restrictions found in the plans, specifications and special provisions. This work, or portions thereof, shall be undertaken as directed by the Engineer, and a total of twenty (20)\* working days beyond the contract completion date is allowed in order to complete the improvement.

\* To be inserted before submittal to Contract Documents

**SPECIAL PROVISION  
FOR  
CUTTING HOT-MIX ASPHALT SURFACE**

Description. This work shall consist of the cutting of the hot-mix asphalt surface wherever indicated and to the depth as shown on the plans and as required by the Engineer.

The hot-mix-asphalt surface shall be cut to a straight line and a vertical plane by a method approved by the Engineer.

It shall be the responsibility of the Contractor to determine the thickness of the existing hot-mix-asphalt surface course as well as underlying pavement layers as may be impacted by the required cutting. No additional compensation will be allowed because of variations from the assumed thicknesses or from the thicknesses shown on the plans.

Basis of Payment. This work will be paid for at the Contract Unit Price per Foot for Cutting Hot-Mix Asphalt Surface.



**SPECIAL PROVISION  
FOR  
LIDS AND FRAMES AND LIDS**

Description. Where the term lids is used in the Summary of Quantities, on County Highway Standards and in the Plans, it shall be considered synonymous with the term grates and be subject to the provisions of Article 604 of the State Standard Specifications for Road and Bridge Construction.

Basis of Payment. This work shall be paid for at the contract unit price each for Lids and for Frames and Lids of the type specified, which price shall include the cost of the mortar bed.

## SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

This special provision amends the provisions of Article 105.07 of the Standard Specifications and includes a section clarifying the utility information provided in the plans and specifications.

105.07 - Cooperation with Utilities. Revise the last paragraph regarding (a) known Utilities to read:

"No additional compensation will be allowed for any delays, inconveniences, or damage sustained by the Contractor due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by him; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances either in their present or relocated positions."

105.07 - Cooperation with Utilities. Delete subarticle 105.07 (b) Unknown Utilities and substitute the following:

(b) Unknown Utilities. The requirements stated above for known utilities shall apply to unknown utilities.

### Examination of Plans, Specifications, Special Provisions and Site of Work.

The bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction. Submission of a bid shall be a conclusive assurance and warranty the bidder has made these examinations and the bidder understands all the requirements for the performance of the work. If his/her bid is accepted, the bidder shall be responsible for all errors in the proposal resulting from his/her failure or neglect to comply with these instructions. The Department will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the bidder to make these examinations.

The bidder shall take no advantage of any error or omission in the proposal and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents shall request such in writing from the Department, in sufficient time to allow a written reply by the Department that can reach all prospective bidders before the submission of their bids. All information and changes made to the contract will be communicated through an addendum. Only changes made through the addendum will be binding to the Department. When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility whatever in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of underground utility facilities. It shall be the Contractor's responsibility to determine the actual location of all such facilities including field verification of both vertical and horizontal locations relative to the work. He shall also obtain from the respective utility companies detailed information relative to the location of their facilities and the working schedules of the utility companies for removing or adjusting them.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions. The Contractor's attention is directed to the fact that the various utility companies may be relocating and constructing facilities within the project limits concurrent with the Contractor's operations. The Contractor shall coordinate his activities with the various utility companies, at all times, and may be required to work at other locations of the improvement until relocation and construction is completed by the utility company. The Contractor is advised that the relocation times and schedules listed in the special provision "Status of Utilities to be Adjusted" are only rough estimates and no extra compensation will be allowed for delays resulting from any work performed by a utility company or for their failure to meet said relocation schedule.

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**STATUS OF UTILITIES  
UTILITIES TO BE ADJUSTED  
STATE STREET  
26TH STREET TO JOE ORR ROAD  
SECTION: 12-V5602-06-RP**

The following agencies have facilities within the project limits:

**Commonwealth Edison Company**

25000 S. Governors Highway  
University Park, IL 60066  
Attn: Ilyas Mohiuddin  
(708) 235-2692  
James Torres  
(312) 394-3260  
David Stoppelman  
(630) 576-7092

**AT&T Illinois**

1000 Commerce Drive, Floor 2  
Oak Brook, IL 60523  
Attn: David Phelps  
(630) 573-6464

**Nicor Gas Company**

1844 Ferry Road  
Naperville, IL 60563  
Attn: Constance Lane  
Administrator, Engineering  
(630) 388-3830

**Wolverine Pipe Line Company**

8075 Creekside Drive  
Portage, MI 49024  
Attn: Fred W. Hipshear  
(269) 323-2491X241

**Illinois Central RR, Wisconsin  
Central RR, Canadian National RR  
and GTW-Grand Trunk Western RR**

17641 S. Ashland Avenue  
Homewood, IL 60430  
Attn: Thomas Healey  
(708) 332-4381

**City of Chicago Heights**

1601 Chicago Road  
Chicago Heights, IL 60411  
Attn: Michael Sabo  
Director of Public Works  
(708) 756-5362

**Comcast**

688 Industrial Avenue  
Elmhurst, IL 60126  
Attn: Robert L. Schuller  
Right-of-way Manager  
(630) 600-6348

**Wide Open West**

825 E. 99<sup>th</sup> Street  
Chicago, IL 60628  
Attn: Monte Lank  
(630) 631-7071

**Buckeye Partners, L.P.**

3823 Indianapolis Boulevard  
East Chicago, IN 46312  
Attn: Mike Norris  
(219) 397-3656x2118

**Natural Gas Pipeline Company**

23725 West County Farm Road  
Shorewood, IL 60431  
Attn: John Hedrick  
(815) 272-9154

**State Street (Contd.)**

Utilities have not been delineated on the plans as no major conflicts or relocations are anticipated. It shall be the Contractor's responsibility to contact J.U.L.I.E. and Pipeline companies to locate utilities and protect existing utilities. The applicable provisions of Articles 105.07, 107.20 and 107.31 of the Standard Specifications for Road and Bridge Construction and Cook County Special Provision 185 shall apply.

NOTE: All Sanitary Sewer Manholes to be Adjusted shall be waterproofed as per Special Provision #194 for Waterproofing Sanitary Manholes.

NOTE: The Contractor shall contact J.U.L.I.E. at 1-800-892-0123 at least 48 hours prior to construction for utility locations.

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**SPECIAL PROVISION  
FOR  
WATERPROOFING OF SANITARY MANHOLES**

Description. This work shall consist of waterproofing the exterior top portion of sanitary manholes to prevent the infiltration of surface water into the sanitary system and shall conform to Section 602 of the Standard Specifications with the following additional requirements:

Materials and Construction. At sanitary manholes to be adjusted, and/or reconstructed, the contractor shall expose a maximum of 12 inches of the cone section and remove the frame and any adjusting rings.

The existing manhole frame and concrete adjusting rings shall be separated from the cone and each other. Care shall be taken to prevent damage to the concrete rings and frame while removing the mortar adhering to the rings and frame.

Once final grade is established, the concrete adjusting rings shall be reset in either a 3/8 inch thick bituminous mastic bed or a 1/4 inch thick bed of redi-seal asphalt compound or an approved equal.

The frame shall be set on either a 3/8 inch thick bituminous plastic bed or two side by side courses of 1 inch rope butyl gasket material or an approved equal.

A 3/8 inch layer of bituminous mastic shall be applied to the outside of the concrete adjusting rings and/or frame making sure to completely cover the external surfaces with mastic. The mastic should extend 6 inch to 12 inch below the top of the cone section.

A sheet of polyvinyl chloride with a minimum thickness of 8 mils or E-Z wrap rubber or equivalent shall be set into the outside mastic material making sure the plastic sheet or wrap rubber is held securely to the frame and cone with polywrap tape before backfilling.

Basis of Payment. This work will be paid for at the contract unit price per each for Waterproofing Sanitary Manholes to be Adjusted; Waterproofing Sanitary Manholes to be Reconstructed; Waterproofing Sanitary Manholes to be Reconstructed, Special; Waterproofing Sanitary Frames and Lids to be Adjusted; or Waterproofing Sanitary Frames and Lids to be Adjusted, Special.

**SPECIAL PROVISION  
FOR  
CLEANING EXISTING MANHOLES, CATCH BASINS, OR INLETS  
CLEANING EXISTING STORM SEWERS AND PIPE CULVERTS**

Description. Items for Cleaning of Existing Manholes, Catch Basins, Inlets, Storm Sewers, or Pipe Culverts are included in the Summary of Quantities and are to be used at the direction of the Engineer. The Manholes, Catch Basins, Inlets, Storm Sewers or Pipe Culverts shall be cleaned of silt, debris or other foreign matter of any kind and will be free from such accumulation at the time of final inspection. The accumulations shall be removed from the job site and disposed of in a manner meeting appropriate regulations.

Basis of Payment. This work shall be paid for at the contract unit price each for Cleaning Existing Manholes, Cleaning Existing Catch Basins, Cleaning Existing Inlets and/or per foot of Cleaning Existing Storm Sewers Or Cleaning Existing Pipe Culverts of the length and diameter specified. The cost shall include all labor, materials and disposal cost for removal of accumulations from the job site.

**SPECIAL PROVISION  
FOR  
SODDING**

This Special Provision amends the provisions of the Standard Specifications and shall be construed to be a part thereof.

252.09 Supplemental Watering. Revise the third sentence to read:

When the supplemental watering is specified on the plans, the water shall be applied at the total rate of 10 gallons per square yard (45 liters per square meter) within 24 hours of notice.

252.11 Inspection. Revise the first paragraph to read:

The Contractor shall notify the Cook County Highway Department of the localities from which the sod is to be obtained so that an authorized representative of the Highway Department can inspect the field for approval. All sod shall be fresh and green when delivered. Any sod that is dried out, burned, brown or inferior in quality to the approved sod field, or in any way fails to meet the requirements of the specifications, will be rejected and removed from the job immediately and shall be replaced with suitable sod at the Contractor's expense.

To insure the delivery of suitable field sod, three weeks before cutting, the Contractor or the Supplier shall apply sufficient weed killer to eradicate existing common weeds. Seven days after the weed killer is applied, sufficient fertilizer shall be spread over the field to insure green sod prior to any delivery.

Only 2 year growing season or older approved nursery grown sod shall be placed on parkways and median strips adjacent to residential property, parks or other special areas as designated by the Engineer.



**SPECIAL PROVISION  
FOR  
WORK ZONE TRAFFIC CONTROL**

Revise Article 701.10 of the Standard Specifications to read:

"The Contractor shall conduct inspections of the worksite at a frequency that will allow for the timely replacement of any traffic control device that has become displaced, worn, or damaged. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement."

Delete Articles 701.19(d) and Article 701.20(g) of the Standard Specifications.

## SPECIAL PROVISION FOR TRAFFIC PROTECTION

General. This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic and protecting workers during the construction or maintenance of this improvement.

Traffic protection shall be provided as called for in the plans, these Special Provisions, applicable Traffic Control Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through or around the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum. Where the traffic of any building in the area of the proposed improvement is of an emergency nature, such as a Hospital, Fire or Police Station traffic, the Contractor shall provide for free movement of such traffic during the course of construction.

Traffic Control Devices include signs and their supports, signals, pavement markings and markers, traffic cones, barricades with sand bags, plastic drums, channelizing devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone.

The Contractor is required to conduct routine inspections of the worksite at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the Traffic Control Standards and the "Quality Standard for Work Zone Traffic Control Devices" issued by the Illinois Department of Transportation or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from the view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All

traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him are functional and effective 24 hours each day.

107.15 Dirt on Pavement or Structures. Add the following after the first paragraph of this Article.

When ordered by the Engineer, the Contractor shall use some method to allay dust and prevent a nuisance. This shall be done preferably by sprinkling the Subgrade or the portion of pavement used by trucks or busses with water. If conditions warrant, this shall receive constant attention by the Contractor. Calcium Chloride shall not be used for this purpose. No extra compensation shall be allowed the Contractor for this work.

Signs. All signs except those referring to daily lane closures shall be post mounted in accordance with Standard 702001 for all projects that exceed four days.

Construction signs referring to daytime lane closures during working hours shall be removed, covered or turned away from the view of the motorists during non-working hours.

Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish and replace at his own expense, any traffic sign, or post which has been damaged or lost by the Contractor or a third party".

"Fresh Oil" signs (W21-2) shall be used when prime is applied to pavement that is open to traffic. The signs are to remain until tracking of the prime ceases. The sign shall be erected a minimum of 150m (500 feet) preceding the start of the prime and on all side roads within the posted area. The "Fresh Oil" sign on the side road shall be posted a minimum of 60m (200 feet) from the mainline pavement.

"Rough Grooved Surface" signs (W8-1107) shall be used when the road has been cold milled and open to traffic. The signs shall remain in place until the milled surface condition no longer exists. These signs shall be erected a minimum of 150m (500 feet) preceding the start of the milled pavement and on all side roads within the posted area. The "Rough Grooved Surface" signs on the side roads shall be posted 60m (200 feet) from the mainline pavement. All signs shall have a 450mm x 450mm (18" x 18") orange flag and amber flashing light attached.

Whenever a lane is closed to traffic using Standard 701606, 701601, or 701701, the pavement width transition sign (W4-2R or W4-2L) shall be used in lieu of "Workers" sign (W21-1 or W21-1a).

Whenever any vehicle, equipment, workers or their activities infringe on the shoulder or within 4.5m (15 feet) of the traveled way and the traveled way remains unobstructed, then the applicable Traffic Control Standard shall be 701006, 701011, 701101, or 701701. "Shoulder Work Ahead" sign (W21-5(0)-48) shall be used in lieu of the "Workers" sign (W21-1 or W-21-1a).

The Contractor shall provide and erect any other signs that are required for traffic safety operations and the conveyance of traffic information to the motorist, which may not be included in the Traffic Control Standards. The requirement for these signs shall be determined by and installed at the direction of the Engineer.

Barricades: Any drop off greater than 75mm (3 inches), but less than 150mm (6 inches) within 2.5m (8 feet) of the pavement edge shall be protected by Type I or II barricades equipped with mono-directional steady burn lights at 30m (100 foot) center to center spacing. If the drop off within 2.5m (8 feet) of the pavement edge exceeds 150mm (6 inches), the barricades mentioned above shall be placed at 15m (50 foot) center to center spacing. Barricades that must be placed in excavated areas shall have leg extensions installed such that the top of the barricade is in compliance with the height requirements of Standard 702001. In addition to the placement of barricades as described above, pavement drop off signs (W8-9a) shall be used along with the barricades and at the direction of the Engineer.

Placement of all signs, barricades or drums shall proceed in the direction of flow of traffic. Removal of all signs, barricades or drums shall start at the end of the construction areas and proceed toward oncoming traffic unless otherwise directed by the Engineer.

All Type I and Type II barricades, drums and vertical panels shall be equipped with a steady burn light when used during hours of darkness unless otherwise stated herein.

Check barricades shall be placed in work areas perpendicular to traffic every 300m (1,000 feet), one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Two additional check barricades shall be placed in advance of each patch excavation or any other hazards in the work area, the first at the edge of the open traffic lane and the second centered in the closed lane. Check barricades shall be Type I or II and equipped with a flashing light.

Arrow Boards. A flashing arrow board shall be operating at all times when a lane is closed to traffic on a multilane highway. Arrow boards shall be provided and located in a head-on position within each lane closure taper.

Temporary Concrete Barrier Vertical Panels and Lights. Whenever temporary concrete barrier is specified in the plans, vertical panels and steady burning lights meeting the requirement of Articles 1106.01 and 1106.02 of the Standard Specifications and Standard 702001 shall be installed on the barrier at 15m (50 foot) centers minimum or at the spacing shown on the plans. The method of mounting shall be approved by the Engineer. Upon conclusion of the work, the panels and lights shall be removed and shall remain the property of the Contractor.

Pedestrian Sidewalk Control. The Contractor shall install, maintain and remove necessary signs and barricades needed to direct pedestrians to usable sidewalks and walkways during the construction in accordance with Traffic Control Standard Case 701801 or as directed by the Engineer. The Contractor shall make adequate provision for the free passage of foot traffic at all intersecting streets which are to remain open to traffic. The materials or equipment used in the construction of this improvement shall be so placed as to afford access to abutting private property and to all hydrants and valves with a minimum of inconvenience.

All barricades shall be Type I or II equipped with flashing lights. At each point of closure, sufficient numbers of barricades shall be used to completely close the sidewalk to pedestrian movement. Where construction

activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

107.09 Public Convenience and Safety. Revise the Sixth paragraph of this Article to read as follows:

The following vertical and horizontal restrictions shall pertain to roads as defined in the Illinois Highway Code, Article 2, Division 1, Section 2-101, 2-102, and 2-103 when construction is being performed with the road open to traffic.

The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall dispatch workers, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Department concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

Personal vehicles shall not park within the right-of-way except in specific areas designated by the Engineer.

The contractor shall maintain at least one lane of traffic at all times on two lane roads and at least one lane in each direction on 4 or more lane roads, during the construction of this project. The Contractor shall also maintain areas to entrances and side roads along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused to the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

On two lane roads, the Contractor is to plan the work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

On four or more lane highways, there shall be no open holes in the pavement being used by the traveling public. Lane closures, if allowed, will be in accordance with the applicable standards, any staging details shown in the plans and other applicable contract documents.

The Contractor shall remove all equipment from the shoulders and medians after work hours.

No road closures nor restrictions shall be permitted except those covered by the Traffic Control Highway Standards without written approval by the Engineer.

When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to, nor interfere with, traffic.

Pavement Markings. Temporary Pavement Marking Paint used on temporary or unfinished surfaces shall be maintained to the highest degree of visibility and reflectivity and on long term projects shall be repainted when the temporary pavement marking shows signs of deterioration or at a minimum of every three (3) months and as directed by the Engineer at no additional cost and is considered as incidental to the cost of Traffic Protection.

Temporary pavement marking shall be applied as solid unbroken lines when used to delineate any pavement transition, turn lane transition and storage bay. Double yellow centerline shall be used across a bridge deck where the distance to be marked is less than 160 feet.

Temporary raised reflective bi-directional (amber) pavement markers (Section 781 and Article 1096.02 of the Standard Specifications) shall be used, and replaced when required, throughout a temporary by-pass detour pavement at no additional cost.

Method of Measurement. Delete: Article 701.19 Method of Measurement

Traffic Protection will not be measured for payment but shall include the furnishing, installing, maintaining, relocation and removal of traffic control devices required in the plans and these special provisions and all temporary paint pavement marking lines, letters and symbols.

Basis of Payment. Delete: Article 701.20 Basis of Payment

This work will be paid for at the lump sum price for TRAFFIC PROTECTION, which price shall be payment in full for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices when required, such as signing, arrow boards, barricades, plastic drums, road closures, paint pavement marking lines and letters and symbols (Section 780 and Article 1095.02 of the Standard Specifications), temporary concrete barrier vertical panels and lights (Standard 702001), flexible delineators (Standard 702001), prismatic barrier reflectors (Sections 782 and 1097 of the Standard Specifications), temporary raised reflective pavement markers (Section 781 and Article 1096.02 of the Standard Specifications) and all traffic control devices indicated in the plans and specifications. The salvage value of all material removed (including existing traffic signs - when removal is required) shall be reflected in the bid price for this item.

Delays to the Contractor caused by complying with these requirements will be considered incidental to the item for Traffic Protection, and no additional compensation will be allowed.

Payment Adjustments. The Engineer may require additional traffic control to be installed in accordance with standards and/or designs other than those included in the plans. In such cases, the standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications.

Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown in the contract shall be submitted by the Contractor for approval by the Engineer. No additional payment will be made for a Contractor requested modification.

In the event the sum total value of all the work items for which traffic protection is required is increased or decreased by more than ten percent (10%), the contract bid price for Traffic Protection will be adjusted as follows:

Adjust contract price =  $.25P + .75P [1 \pm (X - 0.1)]$

Where "P" is the contract price for Traffic Protection

Difference between original and final sum total

value of all the work items for which

Where "X" = protection is required.

Original sum total value of all work items for which traffic protection is required.

The value of work items used in calculating the increase or decrease will include only items which have been added to or deducted from the contract under Article 104.02 of the Standard Specifications and only items which require use of Traffic Protection.

In the event the Department cancels or alters any portion of the contract which results in elimination or noncompletion of any portion of the work, payment for partially completed work will be made in accordance with Article 109.06 of the Standard Specifications.

**SPECIAL PROVISION  
FOR  
PROJECT SIGNS PLAQUE**

County will erect signs announcing 'A Cook County Department of Highways, Road Improvement Project' with a 24"x4" size plaque reading 'COMING SOON' in front and 'COMPLETED' in back. Contractor will remove this 24"x4" size plaque and store it at the beginning of work on the contract. When work on the contract is completed, Contractor will attach the plaques to the Project signs reading 'COMPLETED'. The cost of this work will be incidental to the contract.



**SPECIAL PROVISION  
FOR  
ERADICATION OF EXISTING PAVEMENT MARKING**

Description. This work shall consist of eradication of existing painted, thermoplastic or preformed plastic pavement markings by sand or hydro-blasting and/or by grinding.

Equipment. All equipment shall be approved by the Engineer prior to use and shall be sufficient capacity to efficiently and economically clean the roadway surface to the specified cleanliness. The equipment shall be power driven and in good operating condition. The equipment shall utilize moisture and oil traps, in working order, of sufficient capacity to remove contaminants from the air and prevent deposition of moisture, oil, or other contaminants on the roadway surface.

If a high pressure water spray or "hydro blast" is used, the pressure at the nozzle shall be no less than 6,500 psi and no more than 9,500 psi with 10 to 13 gallons of water per minute used.

The blasting medium shall be a quality commercial product capable of producing the specified surface cleanliness without the deposition of deleterious materials on the cleaned surface.

Eradication Requirements. The eradication shall be performed only on that portion of the roadway surface designated by the Engineer or as specified in the plans. Widths, lengths, and shapes of the blast-cleaned surface shall be of sufficient size to include the full area of the specified pavement marking to be removed.

Ninety percent (90%) of the pavement substrate shall be exposed. This shall include not only removal of the existing white or yellow pavement markings, but shall also include sufficient removal of any black markings which exist between the lane lines.

Over cleaning to the extent of possible damage to the roadway surface shall be held to a minimum. Very small particles of tightly adhering existing markings may remain in place if, in the opinion of the Engineer, complete removal of the small particles will result in pavement surface damage.

The cleaning operation shall be a continuous moving process with minimum interruption to traffic. Care should be taken to protect all persons and property from injury or damage.

Method of Measurement. Eradicated pavement marking shall be measured for payment in square feet. The area used for measurement shall be the actual area of lines and in the case of letters and symbols shall be the area of the smallest rectangle that will circumscribe each individual letter or symbol.

Basis of Payment. This work will be paid for at the contract unit price per square foot of ERADICATION OF EXISTING PAVEMENT MARKING, which price shall include eradication of existing painted, thermoplastic or preformed plastic pavement markings to the satisfaction of the Engineer.

**SPECIAL PROVISION  
FOR  
RAISED REFLECTIVE PAVEMENT MARKER REMOVAL**

This item shall consist of removing existing raised reflective pavement markers, including base casting and reflective element, in accordance with Section 783 of the "Standard Specifications for Road and Bridge Construction", except that the pavement shall be repaired to the satisfaction of the Engineer with EPOXY that has similar color as pavement and shall be approved by the Engineer prior to use.

**SPECIAL PROVISION  
FOR  
TRAFFIC SIGNAL WORK GENERAL**

All work and equipment performed and installed under this contract, shall be governed and shall comply to the State of Illinois "Standard Specifications for Road and Bridge Construction" latest edition, herein referred to as the Standard Specifications; the State of Illinois "Manual on Uniform Traffic Control Devices for Streets and Highways", latest edition; the "National Electrical Code" latest edition herein referred to as the NEC; the National Electrical Manufacturers Association, herein referred to as NEMA (all publications for traffic control items) latest editions; the International Municipal Signal Association, herein referred to as IMSA "Official Wire & Cable Specifications Manual" latest edition; the Institute of Transportation Engineers, herein referred to as the ITE, Technical Report No.1, "A Standard for Adjustable Face Vehicular Traffic Control Heads"; AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals" and the "Supplemental Specifications" and "Recurring Special Provisions" noted herein.

The following Special Provisions supplement the above specifications, manuals, and code. The intent of these Special Provisions is to prescribe the materials and construction methods commonly used for traffic signal installations. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer. Traffic signal construction and maintenance work shall be performed by personnel holding IMSA Traffic Signal Technician Level II certification. The work to be done under this contract consists of furnishing and installing all traffic signal work as specified in the Plans and as specified herein in a manner acceptable and approved by the Engineer. In case of conflict with any part or parts of said documents, these Special Provisions shall take precedence and shall govern.

In order to reduce possible vehicular conflicts with fixed objects and avoid public criticism, it is necessary to require that no posts, poles, heads, or controller cabinets be installed until all traffic signal control equipment is brought to and located on the job site.

The construction, installation and/or removal work shall be accomplished at all the intersections within the limits of this project or as shown in the plans.

Sauk Trail and Jeffery Avenue, Sauk Trail and Orion Avenue, and Sauk Trail and Torrence Avenue  
Description of Work. The work to be done under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

Restoration. All areas and plant material damaged by the installation of Traffic Signal posts, mast arm poles, underground cables or conduits, handholes and control cabinets shall be replaced as follows:

- Grass Areas: Replace top soil to a depth of four (4) inches (100 mm), re-grade shoulders, ditch slopes, and open areas back to former existing grades, fertilize, seed and mulch all damaged areas.
- Sod Areas (areas adjacent to residential, commercial and industrial properties and any other areas as directed by the engineer): Fertilize and re-sod damaged areas.
- Plant Materials: Remove and replace damaged trees, shrubs and vines with the same varieties that existed prior to damage.

- Shoulders other than Stabilized and Backslopes, medians, sidewalks, pavement, etc.: Replace shoulder to original condition and restore edge of backslope to original lines and grades. Medians, sidewalks and pavement shall be replaced in kind.
- All brick pavers disturbed in the work area shall be restored to their original configuration or as directed by the Engineer. All damaged brick pavers shall be replaced with a comparable material approved by the Engineer

All damaged landscape shall be replaced in accordance with Section 250 through 254 of the Standard Specifications.

Any damage, due to the installation of traffic signal equipment; or necessary removal at handholes, jacking pits, and inspection openings, of sidewalks, curbs, gutters, median and island paving, and/or pavement, shall be repaired or replaced by the Contractor. Repair or replacement shall be made with a like material of like thickness to the existing surface. Restoration of traffic signal work area shall be included in related pay items such as foundation, conduit, handhole, trench and backfill, etc.

#### Control of Traffic Signal Materials.

All work shall meet the requirements of the "Standard Specifications for Road and Bridge Construction", except as follows:

The controller and all control equipment shall be of a manufacturer that is approved by this Department. The manufacturer shall have a representative located in the six (6) county Chicago areas.

The intent of this Section is to prescribe the materials and construction methods commonly used for traffic signal installations. All material furnished shall be new. Traffic materials and equipment shall bear the U.L. label whenever such labeling is available.

Before any signal equipment, including mast arm assemblies, poles, controller cabinets, all control equipment and signal heads, are delivered to the job site, the Contractor shall obtain and forward to the Engineer a certified, notarized statement from the manufacturer, containing the catalog numbers of the equipment and/or material, guaranteeing that the equipment and/or material, after manufacture, comply in all respects with the requirements of the Specifications and these Special Provisions.

All material approval requests shall be within thirty (30) consecutive calendar days after the Contract is awarded, or at the pre-construction meeting, whichever is first.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements that have been installed on the job will be done at the Contractor's own risk and may be subject to removal and disposal at the Contractor's expense.

The Contractor must submit the following for approval by the Engineer:

- Three (3) complete set of manufacturer's descriptive literature, drawings, and specifications of the traffic signal equipment, handholes, junction box, cable, conduit and all associated items that will be installed on the contract. Partial or incomplete submittal will be returned without review.

- The contractor shall supply samples of all wire and cable, and shall make up and supply samples of each type of cable splice proposed for use in the work for the-Engineer's approval.
- Seven (7) complete shop drawings of the mast arm assemblies and poles including combination mast arm poles are required, showing in detail the fabrication, anchor bolts, reinforcing materials, design material, thickness of sections and weld sizes. These drawing shall be at least 11" x 17" (275mm x 425mm) in size and adequate quality for microfilming. Certain non-standard mast arm poles and assemblies will require additional review. The Contractor shall account for additional review time in their schedule.

Seven (7) copies of a letter from the Traffic Signal Contractor on company letterhead listing contract number or permit number, project location limits, pay item number and description and listing the manufacturer's name and model numbers of the proposed equipment to be supplied and stating that the proposed equipment meets all Contract requirements. The letter will be reviewed by the Engineer to determine whether the equipment to be used is approvable. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.

- Five (5) copies of a letter from the Traffic Signal Contractor listing the System Coordination and Timing (SCAT) consultant's name shall be supplied. The letter will be reviewed by the Engineer to determine whether the SCAT consultant to be used is approved. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
- Where certifications and/or warranties are specified. The information submitted for approval shall include certifications and warranties. Certifications involving inspections and/or tests of material shall be complete with all test data, dates and times.
- All above shall be stamped with the Section Number, Permit Number, or Contract Number and Intersection(s) name(s). Pay item numbers shall also be included. If the above required information is not on each sheet of the above literature or letters, the equipment and material cuts will not be reviewed and shall be returned to the Contractor.
- Exceptions, Deviations and Substitutions. In general, exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.
- After the engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status. Since the Engineer's review is for conformance with design concept only. It is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop working, layout drawings, or other documents by the Departments approval thereof. The Contractor must be in full compliance with contract and specification requirements.

Maintenance and Responsibility.

Revise Article 801.11 to read as follows.

- a) Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, Cook County Highway Department, Private Developer, or the Municipality in which they are located. Once the Contractor has begun any work on any portion of the project all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", shall become the full responsibility of the Contractor. Automatic Traffic Enforcement equipment is not owned by the County and the Contractor shall not be responsible for maintaining it during construction. The Contractor shall supply the engineer and the Department's Electrical Maintenance Contractor a 24-hour emergency contact name and telephone number.
- b) When the project has a pay item for "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", the Contractor must notify both the Design Engineer at (312) 603-1730 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.
- c) Projects which call for the storage and re-use of existing traffic signal equipment shall meet the requirements of Article 801.15(C) of the Standard Specifications, which call for a 30 day test period prior to project acceptance.
- d) Contracts such as pavement grinding or patching which result in the destruction of traffic signal loops may not require maintenance transfer, but require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the loop removal, the Contractor shall notify the Design Engineer at (312) 603-1730, the Department's Electrical Maintenance Contractor and the owner of automatic traffic enforcement prior to the loop removal, at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection. Damaged Automatic Traffic Enforcement equipment, including cameras, detectors, or other peripheral equipment, shall be replaced by others, per Permit agreements or other agreements, at no cost to the contract except for City of Chicago projects in which the detectors shall be replaced. See additional requirements in these specifications under Inductive Loop Detector.

- e) The Contractor is further advised that the existing traffic signal(s), and/or the existing temporary installation(s), must remain in operation during all construction stages except for the most essential down time. Any shutdown of the traffic signal installation(s), for a period to exceed fifteen (15) minutes, must have the prior approval of the Engineer. Such approval will generally only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns will not be allowed during inclement weather or during Holiday periods. Any other traffic signal shutdown, either for periods in excess of one (1) hour or outside of the 10:00 a.m. to 3:00 p.m. weekday period must have prior approval of the Engineer. The Contractor, prior to the commencement of his work, shall notify the State Electrical Maintenance Contractor, the Cook County Electrical Maintenance Contractor, or the concerned Municipality, of his intent to perform this work.
- f) The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The Department's Electrical Maintenance Contractor may inspect any signaling device on the Department's highway system at any time without notification.
- g) Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.

Damage to Traffic Signal System.

Add the following to Article 801.12(b).

- a) Any damaged equipment or equipment not operating properly from any cause whatsoever shall be repaired with new equipment provided by the contractor at no additional cost to the Contract and/or owner of the traffic signal system all as approved by the Engineer. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal will not be accepted. Cable splices outside the controller cabinet will not be allowed.
- b) Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause whatsoever, shall be the responsibility of the municipality or the Automatic Traffic Enforcement Company per Permit agreement or other agreements. Except in the City of Chicago in which detectors are damaged due to a County project.

Traffic Signal Inspection (Turn – On).

Revise Article 801.15b to read as follows.

- a) The Contractor must have all electric work completed, the electrical service installation connected by the utility company and equipment field tested by the Vendor prior to the Department's "turn-on" field inspection. If in the event the Engineer determines the work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be canceled and the Contractor will be required to reschedule at another date. The maintenance of the traffic signals will not be accepted until all punch list work is corrected and re-inspected. The Department will not grant a field inspection until written certification is provided from the Contractor stating the equipment has been field tested and the intersection is operating according to Contract requirements.
- b) When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specification, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Design Engineer at (312) 603-1730 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will not grant a field inspection until notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Department's facsimile number is (312) 603-9956. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Pre-emption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on schedule, as well as stage changes and phase changes during construction.
- c) The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and turn-on of the traffic signal installation. The Contractor shall be responsible to provide a Police Officer to direct traffic at the time of testing.
- d) The Contractor shall provide a representative from the control Equipment Vendor's office to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons. Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.
- e) Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal turn-on. If approved, traffic signal acceptance shall be verbal at the turn-on inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.
- f) All equipment and/or parts to keep the traffic signal installation operating shall be furnished by the Contractor. No spare traffic signal equipment is available acceptable from the Department.
- g) All punch list work shall be completed within two (2) weeks after the final inspection. The Contractor shall notify the Design Engineer at (312) 603-1730 to inspect all punch list work. Failure



to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.

- h) All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices under which the subject materials and signal equipment are paid and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements that have been installed on the job will be at the Contractor's own risk and shall be subject to removal and disposal at the Contractor's expense.
- i) The Contractor shall furnish the Cook County Highway Department with any special tools or wrenches that may be required for assembling or maintaining the control equipment and traffic control signal head assemblies.
- j) All control cable, when complete in place but before permanent connection, shall be subject to insulation tests at the discretion of the Engineer. The tests shall be made with approved insulation resistance testing equipment rated at 500 volts D.C. and witnessed by the Engineer. Results of these tests shall be submitted to the Department in written form, bearing the Engineers signature and shall become part of the project records. A final inspection of the traffic signal installation shall not be held until results of this insulation test have been received.
- k) All equipment such as new controllers and allied central equipment with the exception of cable, conduit, and other materials which require the use of the State of Illinois Materials Testing Laboratories, shall be built in the suppliers shop and inspected by a representative of this Department prior to the installation of such equipment, and upon approval of this equipment an inspection ticket will be issued to the Contractor by the inspection agency (State of Illinois Material Testing Laboratory or the Cook County Highway Mechanical-Electrical Section). The controller and allied control equipment shall be prepared in the suppliers shop and run under a load of a minimum of 500 watts per phase for at least 48 hours before it is inspected for proper operation and sequencing. After it passes this test an inspection ticket will be issued by the Cook County Highway Mechanical-Electrical Section representative and it can then be delivered to the job site for installation.
- l) Upon completion of the installation, a final inspection will be carried out by qualified representatives of the Highway Agencies involved.
- m) If the Contractor fails to comply with any of the aforementioned requirements, the County shall impose such sanction as it may determine to be appropriate including but not limited to withholding all payments to the Contractor on this contract until the provisions of this special provision are complete with and/or implementation of article 108.10 of the standard specifications.

At the final inspection it will be required that the Contractor will have submitted to the Engineer all necessary inspection tickets for all new equipment and materials installed under this Contract. If the Contractor has not obtained the inspection tickets on any portion of the new equipment and materials, the representative of this Department will have the authority to postpone the final inspection until such time as the above has been satisfied. Any postponement of the final inspection for this reason shall not relieve the Contractor of his full maintenance responsibilities until such time as the installation is re-inspected and accepted by the County.

The County requires the following from the Contractor at traffic signal turn-on.

- 1) The Contractor shall, at the turn-on furnish one set of signal plans (24"x36") of record with field revisions marked in red ink to the maintaining agency.
- 2) Written notification from the Contractor and the Equipment Vendor of satisfactory field testing.
- 3) A knowledgeable representative of the controller equipment supplier shall be required at the permanent and temporary traffic signal turn-on. The representative shall be knowledgeable of both cabinet design and controller functions and shall have sufficient test and spare equipment to make the traffic signal installation operational.
- 4) A copy of the approved material letter.
- 5) One (1) copy of the operation and service manuals of the signal controller and associated control equipment.
- 6) Five (5) copies 11" x 17" (280 mm X 430 mm) or 22" x 34" (560 mm x 860 mm) of the cabinet wiring diagrams and cable logs.
- 7) The controller manufacturer shall supply a printed form, not to exceed 11" x 17" (280 mm x 430 mm), for recording the traffic signal controller's timings; backup timings, coordination splits, offsets, cycles; TBC; Time of Day, week and year programs; traffic responsive program, detector phase assignment, type and detector switching; and any other functions programmable from the keyboard. The form shall include a location, date, manufacturers name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.

Location of Underground State and County Maintained Facilities.

Revise Article 803 to read as follows.

If this contract requires the services of an electrical contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT and CCHD facilities prior to performing any work. If this contract does not require the services of electrical contractor, the Contractor may request one free locate for existing IDOT and CCHD electrical facilities from the Electrical Maintenance Contractor(s) prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities, locally owned equipment, and leased enforcement camera system facilities, the local Counties or Municipalities may need to be contacted, in the City of Chicago contact D.I.G.G.E.R. at (312) 744-7000 and for all other locations contact J.U.L.I.E. at 1-800-892-0123 or 811.

Basis of Payment. This work will not be paid for directly but shall be considered as incidental to the contract.

## SPECIAL PROVISION FOR DETECTOR LOOP

This work shall consist of furnishing and installing detector loop in accordance with the requirements of Section 886 of the Standard Specifications, except as follows:

### Description.

This work shall consist of furnishing and installing a detector loop in the pavement.

### Procedure.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the CCHD Design Engineer at (312) 603-1730 to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the pouring of the portland cement concrete surface, using the same notification process as above.

### Installation.

Each loop lead-in shall be placed in a separate conduit from edge of pavement to handhole. Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details". Saw-cuts (homerun on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plans. Spacing between the lead-ins (holes drilled in the pavement) shall not be less than one (1) foot (300 mm) and shall be located one (1) foot (300 mm) from the edge of pavement. Loop lead-in wires should be twisted to provide a minimum of five (5) turns per foot (fifteen [15] turns per meter) from the loop to the splice.

The cable splice connection of the detector loop and the lead-in cable to the controller shall conform to Section 873 of the Standard Specifications or the requirements set forth in the "District 1 Standard Traffic Signal Design Details".

Each loop detector lead-in wire shall be labeled in the handhole using a Panduit PLFIM water proof tag or approved equal secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole shall be incidental to the price of the detector loop.

The detector loop cable insulation shall be labeled with the cable specifications.

Resistance to ground shall be a minimum of 100 megohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be greater than 5.

### Type 1:

- All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 1/4" (6.3 mm) x 4" (100 mm) long sawcut to mark the location of each loop lead-in.

- Loop sealant shall be a two-component thixotropic chemically cured polyurethane either Chemque Q-Seal 295, Perol Elastic Cement A/C Grade or an approved equal. The sealant shall be installed 1/8" (3 mm) below the pavement surface, if installed above the surface the overlap shall be removed immediately.
- Detector loop measurements shall include the sawcut and the length of the loop lead-in leading to the edge of pavement. The lead-in wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be incidental to the price of the detector loop. Unit duct, trench and backfill, and drilling of pavement or handholes shall be incidental to detector loop quantities.
- The corners of all loops shall be core drilled with a two (2) inch (50 mm) bit. All joints and cracks in the pavement that the loop crosses must be core drilled.

Preformed:

- This work shall consist of furnishing and installing a rubberized heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:
- Preformed detector loops shall be installed in new pavement constructed of portland cement concrete using mounting chairs or tied to re-bar or the preformed detector loops may be placed in the sub-base. Loop lead-ins shall be extended to a temporary protective enclosure near the proposed handhole location. The protective enclosure shall provide sufficient protection from other construction activities and may be buried for additional protection.
- Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole. Non-metallic coillable duct, included in this pay item, shall be used to protect the preformed lead-ins from back of curb to the handhole.
- Preformed detector loops shall be factory assembled with ends capped and sealed against moisture and other contaminants. Homeruns and interconnects shall be pre-wired and shall be an integral part of the loop assembly. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using 11/16" (17.2 mm) outside diameter (minimum), 3/8" (9.5 mm) inside diameter (minimum) Class A oil resistant synthetic cord reinforced hydraulic hose with 250 psi (1,720 kpa) internal pressure rating or a similar sized XLPE cable jacket. Hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns or interconnects to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. For XLPE jacketed preformed loops, all splice connections shall be soldered, sealed, and tested before being sealed in a high impact glass impregnated plastic splice enclosure. The wire used shall be #16 THWN stranded copper.

The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of four turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to insure complete moisture blockage and further protect the wire. The preformed loops shall be constructed to allow a minimum of 6.5 feet of extra cable in the handhole. Six foot (1.8 m) round loop(s) may be substituted for six foot (1.8 m) by six foot (1.8 m) square loop(s) and shall be paid for as 24 feet (7.2 m) of detector loop.

Method of Measurement.

This work will be measured for payment in feet (meters) in place. Type I detector loop will be measured along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire. Preformed detector loops will be measured along the detector loop and lead-in embedded in the pavement, rather than the actual length of the wire.

Basis of Payment. This work will be paid for at the contract unit price per FOOT (METER) of DETECTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP, as specified in the plans, which price shall be payment in full and for furnishing, installing and testing the Detector Loop and all related connections for proper operation.

**SPECIAL PROVISION  
FOR  
COILABLE NON-METALLIC CONDUIT**

This work shall consist of furnishing and installing empty Coilable Non-Metallic Conduit (CNC) in trench of the type and size specified. The installation of CNC shall meet all applicable requirements of the Standard Specifications of Section 810 and 811. All installations of CNC shall be incidental to the contract and not paid for separately. polyethylene duct shall be used for all detector loop raceways to handholes. All duct shall be placed a minimum depth of 30 inches (750 mm) or as shown on the contract plans or standard details.

The conduit shall be a polyethylene duct which is intended for underground use and which can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance. The conduit and its manufacture shall conform to the standards of NEMA Publication TC7, ASTM Standard Specifications D3485 and NEC Article 353.

On temporary traffic signal installations with detector loops, CNC shall be used for detector loop raceways from the saw-cut to 10 feet (3 m) up the wood pole, unless otherwise shown on the plans.

Material. The conduit shall be manufactured from high density polyethylene complying with ASTM D1248, Type III, Class C and the requirements listed in Table 2-1 of NEMA TC7. Submittal information shall demonstrate compliance with the details of these requirements.

Construction. Conduit dimensions shall conform to the standards listed in Table 2-2 of NEMA TC7. Submittal information shall demonstrate compliance with these requirements.

As specified in NEMA TC7, the conduit shall be clearly and durably marked at least every 10 feet (3 meters) with the material designation (HDPE for high density polyethylene), nominal size of the conduit and the name and/or trademark of the manufacturer.

Freeze-up Test. A ten foot length of the conduit bent into an upright "U" shape shall be filled with water and then placed in a low temperature cabinet and maintained at -20 degrees C for 24 hours. The conduit shall not crack or burst during the test.

Compression Test. The test shall be conducted on a six inch (150 mm) sample of the conduit. Samples are placed between six inch (150 mm) plates and compressed at the rate of one-half inch (12.5 mm) per minute until the distance between the plates is reduced by 50%, recording the load required to compress the conduit. The samples are then removed and allowed to stand for exactly 5 minutes. The load required to compress the sample shall be equal to or greater than that listed below and the conduit shall have returned to not less than 85% of its original diameter at the end of the 5 minutes.

Nominal Size		Load
¾ inch.	20 mm	122 lbs.
1 inch.	25 mm	167 lbs.
1 ¼ inch.	30 mm	243 lbs.
1 ½ inch.	40 mm	297 lbs.
2 inch.	50 mm	387 lbs.

Tests. All of the tests referred to above and the applicable tests in the cited ASTM Standards shall be performed on the conduit at the manufacturer's plant and certified copies of the reports of the results of these tests shall be submitted to the Engineer prior to the installation of the CNC.

**SPECIAL PROVISION  
FOR  
MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION**

This item shall consist of maintaining the existing traffic signal installation at an intersection as shown on the plans and as described herein. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the contract or any portion thereof. The energy charges for the operation of the traffic signal installation shall be paid for by others. The maintenance of an existing traffic signal installation shall meet the requirements of Section 801.11 and 850 of the Standard Specifications except as follows:

This item shall include maintenance of all traffic signal equipment at the intersection, including emergency vehicle pre-emption equipment, master controllers, uninterruptible power supply (UPS and batteries) telephone service installations, communications cables and conduit to adjacent intersections, and other traffic signal equipment, but shall not include Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, or peripheral equipment, not owned by the State and County.

Seven days prior to assuming maintenance of the existing traffic signal installation(s) under this contract, the Contractor shall request that the Resident Engineer contact the Cook County Design Engineer at (312) 603-1730 for an inspection of the installation(s). The Design Engineer shall establish a date and time of inspection and at this time shall check the installation to determine if any corrective work should be done by the State, the County, or the Municipalities Electrical Maintenance Contractor prior to the Contractor taking over the maintenance of the installation(s). The Resident Engineer, the Design Engineer, and the State, County, or Municipality Maintenance Contractor and the Contractor shall mutually agree on the date of maintenance transfer to the Contractor for this contract.

Maintenance Procedures The Contractor shall perform the following maintenance procedures for each existing installation designated to remain in operation during construction:

- Have on staff electricians with IMSA Level II certification to provide signal maintenance.
- Patrol and inspect each installation every two (2) weeks for proper alignment of signal heads, light detectors, lamp failures, and general operation of the traffic signal.
- Check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to insure that they are functioning properly. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment.
- Provide immediate corrective action to replace burned out lamps or damaged sockets. When lamps are replaced, the reflector and lens shall be cleaned. All replacement lamps shall meet the approval of the Engineer. The Contractor shall repair or replace all defective equipment from any cause whatsoever.
- Maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs.



- Provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. A near right signal must also be maintained. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor is required to place stop signs (R1-1-36) at each approach to the intersection as a temporary means of regulating traffic. At approaches, where a Yellow Flashing indication is necessary, as directed by the Engineer, stop signs will not be required. When the signals operate in flash, the Contractor shall furnish and equip all his vehicles assigned to the maintenance of traffic signal installations with a sufficient number of Stop Signs as specified herein. The Contractor shall maintain sufficient number of spare Stop Signs in stock at all times to replace Stop Signs which may be damaged or stolen.
- Replace defective or damaged equipment. If the proper sequence with full detection cannot be obtained immediately, a controller which will provide the proper sequence and full detection shall be installed within twelve (12) hours of removal of the original controller.
- The Contractor shall be required to maintain the existing type of equipment and sequence of operations during the period of time that the original control equipment is being overhauled
- Provide the Engineer with the names, addresses, and telephone numbers of two (2) persons qualified and assigned to the maintenance of the traffic signal installation. These people must be made available 24 hours per day, each and every day of the year for emergency calls by the Engineer.
- Respond to all emergency calls from the Department or others within one hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the State or County. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's or the County's Electrical Maintenance Contractor perform the maintenance work required. The State's or County's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.

Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.

Basis of Payment. This work will be paid for at the contract unit price EACH for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION, which price shall be payment in full for all materials, equipment, and labor necessary to maintain the existing traffic signals as shown on the plans. Each intersection shall be paid for separately. Following the completion of the traffic signal maintenance transfer

to the Contractor, 30 percent of the bid price will be paid. Following the traffic signal maintenance transfer to County, state and/or local agency, 30 percent of the bid price will be paid. The remaining 40 percent will be paid when all items on the punch list are done to the satisfaction of the engineer.



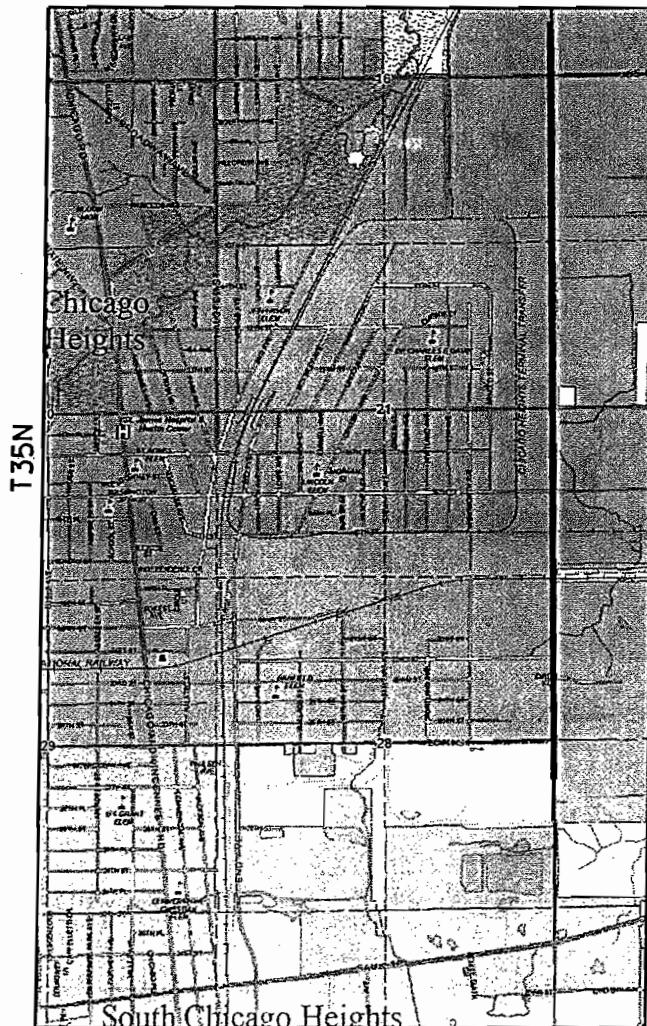
STATE OF ILLINOIS  
COUNTY OF COOK  
DEPARTMENT OF HIGHWAYS



PLANS FOR PROPOSED  
COUNTY HIGHWAY

STATE STREET  
26TH STREET TO JOE ORR ROAD  
SECTION: 12-W5602-06-RP

R14E

PROJECT LIMITS

STA. 17+70 TO STA. 139+61

OMMISIONS

RR STA. 47+84 TO STA. 48+80  
RR STA. 55+25 TO STA. 56+21  
LINCOLN HWY. STA. 75+35 TO 76+44  
RR STA. 106+25 TO STA. 106+40  
RR STA. 134+62 TO STA. 134+78

GROSS LENGTH

12,191 FEET

2.309 MILES

NET LENGTH

11,859 FEET

2.246 MILES

THE CONTRACTOR'S ATTENTION IS DIRECTED  
TO TELEPHONE J. U. L. I. E. AT 800-892-0123  
FOR ALL UTILITY LOCATIONS

COUNTY OF COOK  
DEPARTMENT OF HIGHWAYS

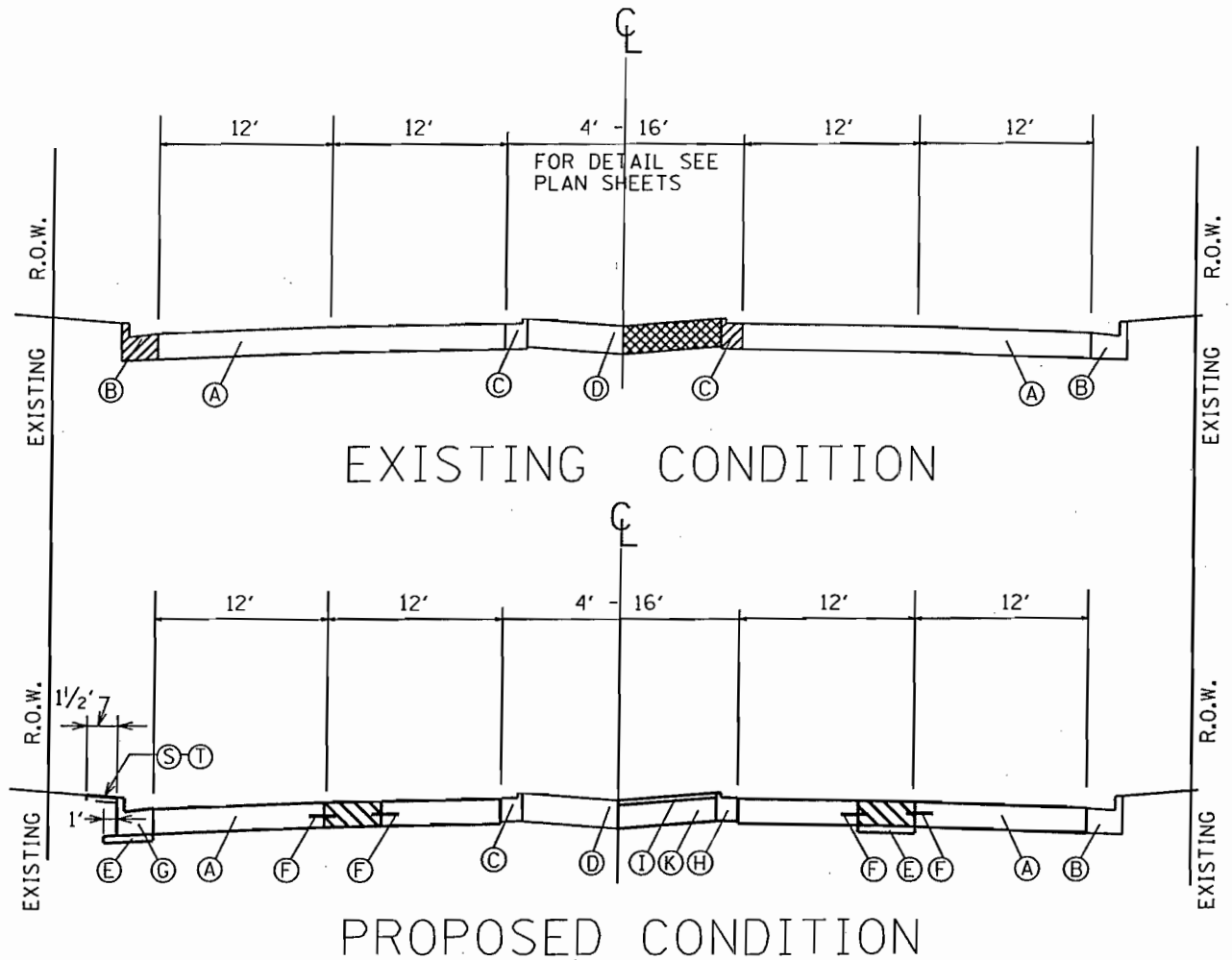
APPROVED \_\_\_\_\_ 20\_\_

APPROVED \_\_\_\_\_ 20\_\_

CHIEF ENGINEER OF DESIGN

APPROVED \_\_\_\_\_ 20\_\_

SUPERINTENDENT



### LEGEND

- |  |   |
|--|---|
| (A) EXISTING P.C. CONCRETE PAVEMENT (10 IN.)   | (F) No. 6 TRANSVERSE TIE BARS (24 IN.)  |
| (B) EXISTING COMBINATION CONCRETE CURB AND GUTTER TYPE B-6.24 TO BE PROTECTED IN PLACE   | (G) COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 ONLY IN AREAS AS DESIGNATED BY THE RESIDENT ENGINEER. |
| (C) EXISTING COMBINATION CONCRETE CURB & GUTTER TYPE M-2.12 TO BE PROTECTED IN PLACE   | (H) COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2-12 ONLY IN AREAS AS DESIGNATED BY THE RESIDENT ENGINEER. |
| (D) EXISTING HMA MEDIAN (12 IN.) TO BE PROTECTED IN PLACE  | (I) HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70 (2 IN.)                                    |
| (E) SUB-BASE GRANULAR MATERIAL, TYPE B (6 IN.), IN AREAS OF COMBINATION CURB AND GUTTER REPLACEMENT AS DESIGNATED BY THE RESIDENT ENGINEER AND WHERE NEEDED TO STABILIZE CLASS B PATCHES (10 IN.) AS DIRECTED BY THE RESIDENT ENGINEER | (K) HOT-MIX ASPHALT SHOULDERS, IL-19.0, N30 (10 IN.)  |
|  | (S) SODDING   |
|  | (T) TOPSOIL (4 IN.)   |

- CLASS "B" PATCHES, TYPES I, II, III OR IV (10 IN.) AS DESIGNATED BY THE RESIDENT ENGINEER
- COMBINATION CURB AND GUTTER REMOVAL AS DESIGNATED BY THE RESIDENT ENGINEER
- EXISTING HMA MEDIAN TO BE REMOVED AS DESIGNATED BY THE RESIDENT ENGINEER

NOT TO SCALE

STATE STREET  
26TH STREET TO JOE ORR ROAD  
TYPICAL CROSS SECTION

## GENERAL NOTES

1. THIS IS A QC/QA PROJECT. IT IS THE INTENT OF THIS CONTRACT SECTION NO. 12-W5602-06-RP IS TO PROVIDE DIAMOND GRINDING OF THE EXISTING P.C.C. PAVEMENT ALONG STATE STREET BETWEEN 26<sup>TH</sup> STREET AND JOE ORR ROAD, AND PAVEMENT REPAIR WITH CLASS B PATCHES (10 IN.) TYPE AS REQUIRED. THE WORK ALSO INCLUDES THE REMOVAL AND REPLACEMENT OF DAMAGED P.C. COMBINATION CONCRETE CURB AND GUTTER, AS REQUIRED; CRACK AND JOINT ROUTING AND SEALING, AS REQUIRED; MEDIAN REMOVAL AND REPLACEMENT INCLUDING TYPE C-4 CONCRETE MEDIAN AND TYPE M-7 MEDIAN, AS REQUIRED; TRAFFIC PROTECTION; DRAINAGE REPAIRS AND ADJUSTMENTS, AS REQUIRED; GUARDRAIL REMOVAL AND REPLACEMENT; REMOVAL AND REPLACEMENT OF DETECTOR LOOPS; AND REMOVAL AND PAVEMENT MARKING, AS REQUIRED.
2. STANDARD SPECIFICATIONS REFER TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ADOPTED JANUARY 1, 2012, AND ALL ADDENDA AND SUPPLEMENTAL SPECIFICATIONS.
3. THE PLANS SHOW TYPICAL LOCATIONS FOR CLASS B PATCHES, CURB AND GUTTER REMOVAL AND REPLACEMENT, CONCRETE REMOVAL AND REPLACEMENT WITH P.C. CONCRETE PAVEMENT (10 IN.), DRAINAGE ADJUSTMENTS, MEDIAN REMOVAL AND REPLACEMENT, AND OTHER COLLATERAL WORK. THE ACTUAL LOCATIONS OF ALL REQUIRED WORK SHALL BE IDENTIFIED BY THE ENGINEER AFTER COMPLETE INVESTIGATION OF EXISTING CONDITIONS. PAVEMENT REPAIR AREAS SHALL BE MARKED BY THE ENGINEER AFTER THE PROPER TRAFFIC PROTECTION DEVICES ARE ESTABLISHED.
4. CARE SHALL BE TAKEN WHEN REMOVING THE EXISTING CONCRETE PAVEMENT SO AS NOT TO DAMAGE ANY ADJACENT CONCRETE PAVEMENT, CURB AND GUTTER OR REINFORCEMENT BARS THAT REMAIN IN PLACE. WHENEVER ANY TIE BARS ARE MISSING, THEY SHALL BE REPLACED WITH NO. 6 TIE BARS AT 24 IN. CENTERS IN ACCORDANCE WITH THE LONGITUDINAL CONSTRUCTION JOINT DETAIL ON I.D.O.T. STANDARD NO. 420001 AND ARTICLE 420.05 (B) OF THE STANDARD SPECIFICATIONS, AND AS DIRECTED BY THE ENGINEER. DOWEL BARS SHALL BE DRILLED AND INSERTED IN ACCORDANCE WITH I.D.O.T. STANDARD NO. 442101-02 AND AS DIRECTED BY THE ENGINEER. THE FURNISHING AND INSTALLING OF THE BARS SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT UNIT BID PRICES PER SQ. YD. OF CONCRETE PAVEMENT (10 IN.) AND CLASS B PATCHES (10 IN.).
5. PATCHES EXCEEDING 40 FEET IN LENGTH PER FULL WIDTH LANE SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT BID PRICE PER SQ. YD. OF PAVEMENT REMOVAL AND PER SQ. YD. OF P.C. CONCRETE PAVEMENT (10 IN.). PATCHES MEASURING 40 FEET AND LESS IN LENGTH SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT BID PRICE PER SQ. YD. OF CLASS B PATCHES (10 IN.) OF THE PROPER TYPE. THE EXISTING PAVEMENT SHALL BE SAW CUT TRANSVERSELY FULL DEPTH AT EACH END OF A LANE PATCH. IF A TWO-LANE STAGE REMOVAL IS REQUIRED, THE LONGITUDINAL JOINT SHALL BE CUT FULL DEPTH. ALL FULL DEPTH SAWING SHALL BE INCLUDED WITH THE CONTRACT UNIT BID PRICE PER SQ. YD. OF PAVEMENT REMOVAL OR CLASS B PATCHES, WHICH SHALL INCLUDE EXCAVATION AND DISPOSAL OF THE EXISTING DISTRESSED PAVEMENT.
6. IN THE EVENT THAT UNSUITABLE MATERIALS ARE ENCOUNTERED IN THE AREA OF CLASS B PATCHING, THE ENGINEER SHALL DIRECT THE CONTRACTOR TO REMOVE

AND REPLACE THE UNSUITABLE MATERIALS WITH SUBBASE GRANULAR MATERIAL, TYPE B (6 IN.). A QUANTITY OF 4,120 SQ. YD. OF SUBBASE GRANULAR MATERIAL, TYPE B (6 IN.) HAS BEEN INCLUDED IN THE SUMMARY OF QUANTITIES FOR THIS PURPOSE. THE COST OF REMOVAL AND DISPOSAL OF THESE UNSUITABLE MATERIALS SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE UNIT PRICE PER SQ. YD. FOR SUBBASE GRANULAR MATERIAL, TYPE B (6 IN.). DISPOSAL OF UNSUITABLE MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 202.03 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

7. AS INDICATED IN ARTICLE 442.06(A)(2) OF THE IDOT STANDARD SPECIFICATIONS FOR CLASS B PATCHES, PAVEMENT FABRIC SHALL BE PLACED IN ALL TYPE III AND TYPE IV PATCHES. FURNISHING AND PLACING OF PAVEMENT FABRIC IN CLASS B PATCHES, TYPE III AND TYPE IV SHALL BE PAID FOR AT THE CONTRACT UNIT BID PRICE PER SQ. YD. OF PAVEMENT FABRIC. A SUFFICIENT QUANTITY OF PAVEMENT FABRIC HAS BEEN ADDED TO THE SUMMARY OF QUANTITIES FOR THIS PURPOSE.
8. ALL CONCRETE PATCHING SHALL BE REMOVED AND REPLACED TO MEET EXISTING LONGITUDINAL JOINTS. ADDITIONAL TRAFFIC CONTROL WHICH MAY BE REQUIRED TO MEET THE ABOVE MENTIONED CONSTRUCTION REQUIREMENT SHALL NOT BE PAID FOR SEPARATELY, BUT CONSIDERED INCIDENTAL TO THE CONTRACT UNIT BID PRICE FOR TRAFFIC PROTECTION.
9. CRACKS IN AREAS NOT DESIGNATED FOR REPLACEMENT SHALL BE CLEANED AND SEALED. THIS WORK SHALL BE PAID FOR PER FOOT FOR CRACK AND JOINT ROUTING AND SEALING.
10. ONLY EXISTING PAVEMENT, BASE COURSES AND DRIVEWAY PAVEMENTS COMPOSED OF PORTLAND CEMENT CONCRETE SHALL BE MEASURED AND PAID FOR AS PAVEMENT REMOVAL AND DRIVEWAY PAVEMENT REMOVAL IN ACCORDANCE WITH SECTION 440 OF THE STANDARD SPECIFICATIONS. THE REMOVAL OF EXISTING BITUMINOUS PAVEMENT, BITUMINOUS DRIVEWAYS, MEDIANS AND STREET RETURNS SHALL BE PAID FOR AS EARTH EXCAVATION.
11. ALL BREAKS IN EDGE OF PAVEMENT AND MEDIAN ALIGNMENT SHALL BE TRANSITIONED BY MEANS OF A 40-FOOT CURVE.
12. ALL PAVEMENT STUBS SHALL BE 2'-0".
13. M-7 MEDIANS SHALL BE CONSTRUCTED AS SHOWN ON THE PLANS AND DETAILS AND AS DIRECTED BY THE ENGINEER. THE MEDIANS SHALL BE COMPOSED OF 10 IN. HOT-MIX ASPHALT SHOULDER, N30 OVERLAID WITH 2 IN. OF HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5; N70 AND SHALL BE PAID AT THE CONTRACT UNIT PRICE PER SQUARE YARD FOR HOT-MIX ASPHALT SHOULDERS, 12 IN. (SEE HOT-MIX ASPHALT MIX REQUIREMENTS TABLE).
14. THE CONTRACTOR IS DIRECTED TO TELEPHONE J.U.L.I.E. (800-892-0123) FOR UTILITY LOCATIONS.
15. CURB AND GUTTER SHALL BE REMOVED AND REPLACED AT LOCATIONS DIRECTED BY THE ENGINEER. FULL DEPTH SAWING OF THE CURB AND GUTTER SHALL BE INCLUDED WITH THE PAY ITEM OF COMBINATION CONCRETE CURB AND GUTTER REMOVAL. WHERE CURB BARS DO NOT EXIST OR ARE CORRODED BEYOND 25% SECTION LOSS, THEY SHALL BE REPLACED WITH NO. 6 TIE BARS AT 24 IN. CENTERS IN ACCORDANCE WITH THE LONGITUDINAL CONSTRUCTION JOINT DETAIL ON IDOT STANDARD NO. 420001 AND ARTICLE 420.10(B) OF THE STANDARD SPECIFICATIONS. NO ADDITIONAL PAYMENT FOR DRILLING AND REPLACEMENT OF BARS SHALL BE MADE. TRANSVERSE

EXPANSION JOINTS ARE TO BE INSTALLED WHEREVER EXISTING CURB AND GUTTER ABUTS NEW REPLACEMENT CURB AND GUTTER. PAYMENT FOR THE TRANSVERSE CONTRACTION JOINTS SHALL BE INCLUDED WITH THE PAY ITEM FOR THE REPLACEMENT COMBINATION CONCRETE CURB AND GUTTER.

16. PRIOR TO DIAMOND GRINDING, SEALANT IN EXISTING CONTRACTION JOINTS SHALL BE REMOVED AND UPON INSPECTION BY THE ENGINEER, THE JOINTS RESEALED AFTER DIAMOND GRINDING. THIS WORK SHALL BE PAID FOR PER FOOT FOR SEALING EXISTING TRANSVERSE JOINT.
17. WHEN ORDERED BY THE ENGINEER, THE CONTRACTOR SHALL USE THE FOLLOWING METHOD TO ALLAY DUST AND PREVENT A NUISANCE WITHIN THE LIMITS OF THE CONSTRUCTION SITE. DUST SHALL BE CONTROLLED BY THE UNIFORM APPLICATION OF SPRINKLED WATER AND SHALL BE APPLIED ONLY WHEN DIRECTED BY THE ENGINEER, IN A MANNER MEETING HIS APPROVAL. CALCIUM CHLORIDE SHALL NOT BE USED FOR THIS PURPOSE. ALL EQUIPMENT USED FOR THIS WORK SHALL MEET WITH THE ENGINEER'S APPROVAL. THIS WORK SHALL CONSIST OF THE EXCLUSIVE CONTROL OF DUST RESULTING FROM CONSTRUCTION OPERATIONS AND IS NOT INTENDED FOR USE IN THE COMPACTION OF EARTH EMBANKMENTS, AS SPECIFIED UNDER ARTICLE 207.05 OF THE STANDARD SPECIFICATIONS. NO EXTRA COMPENSATION SHALL BE ALLOWED THE CONTRACTOR FOR THIS WORK.
18. FOR HOT-MIX ASPHALT MIXTURE REQUIREMENTS, SEE THE HMA MIX REQUIREMENTS TABLE.
19. ITEMS FOR HOT MIX SURFACE AND BINDER COURSES, HAVE BEEN ADDED FOR THE REPLACEMENT OF AREAS OF HOT MIX ASPHALT DRIVEWAYS, THAT MAY BE DISTURBED WHEN PORTIONS OF EXISTING CURB AND GUTTER ARE REMOVED AND REPLACED.
20. PATCHING OF ONE LANE WIDTH OR FULL WIDTH PAVEMENT SHALL BE IN ACCORDANCE WITH ARTICLE 420 OF THE STANDARD SPECIFICATIONS.
21. ALL CLASS B PATCHES LONGER THAN 12 FEET SHALL BE REINFORCED WITH PAVEMENT FABRIC IN ACCORDANCE WITH SECTION 442.06 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
22. WHEREVER, IN THE OPINION OF THE ENGINEER WITHIN THE LIMITS SHOWN ON THE PLANS, THE PAVEMENT BASE SHOWS SIGN OF FAILURE, THE EXISTING BASE IS TO BE REMOVED AND REPLACED. **CLASS B PATCHES (10 IN.)** WILL BE USED IN THESE AREAS. CARE SHALL BE TAKEN TO PROVIDE FOR A STRAIGHT EDGE BUTT IN THESE REMOVAL AND REPLACEMENT CONSTRUCTION AREAS. THIS SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT PRICE PER SQUARE YARD FOR **CLASS B PATCHES (10 IN.)**, WHICH WILL INCLUDE SAW-CUTTING, EXCAVATION AND DISPOSAL OF THE EXISTING DISTRESSED PAVEMENT AREAS, TIE BARS, AND ALL WORK ASSOCIATED WITH THE CONSTRUCTION OF CLASS B PATCHES AS SPECIFIED. THE EXISTING PAVEMENT SHALL BE SAW CUT TRANSVERSELY FULL DEPTH AT EACH END OF LANE PATCH. IF A TWO-LANE STAGE REMOVAL IS REQUIRED, THE LONGITUDINAL JOINT SHALL BE CUT FULL DEPTH AND PAYMENT FOR ALL FULL DEPTH SAWING WILL BE CONSIDERED INCIDENTAL TO THE CONTRACT UNIT PRICES PER SQ. YD. OF CLASS B PATCHES.
23. AT LOCATIONS WHERE THE EXISTING CURB AND GUTTER SHOW SIGNS OF FAILURE AND AS REQUIRED BY THE ENGINEER, IS TO BE REPLACED WITH **COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24**, ALL EARTH EXCAVATION,

SUPPLEMENTAL WATERING, TOP SOIL, AND SODDING SHALL BE INCLUDED IN THE UNIT BID PRICE FOR **COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24** WITH NO ADDITIONAL COMPENSATION ALLOWED THEREFORE.

24. A MINIMAL AMOUNT OF CURB AND GUTTER SHALL BE REMOVED AND REPLACED AT LOCATIONS DIRECTED BY THE ENGINEER. FULL DEPTH SAWING OF THE CURB AND GUTTER SHALL BE INCIDENTAL TO THE PAY ITEM OF COMBINATION CURB AND GUTTER REMOVAL. WHERE CURB BARS DO NOT EXIST OR ARE CORRODED, THEY SHALL BE REPLACED WITH NO. 6 TIE BARS AT 24 IN. CENTERS IN ACCORDANCE WITH THE LONGITUDINAL CONSTRUCTION JOINT DETAIL ON I.D.O.T. STANDARD NO. 420001 AND ARTICLE 420.10 (B) OF THE STANDARD SPECIFICATIONS. NO ADDITIONAL PAYMENT FOR DRILLING AND REPLACEMENT OF BARS SHALL BE MADE. TRANSVERSE EXPANSION JOINTS ARE TO BE INSTALLED WHEREVER EXISTING CURB AND GUTTER ABUTS NEW CURB AND GUTTER. PAYMENT FOR THE TRANSVERSE EXPANSION JOINTS SHALL BE INCIDENTAL TO THE PARTICULAR TYPE OF CURB AND GUTTER THAT IS REPLACED.
25. DIAMOND GRINDING OF THE ROADWAY SHALL BE PERFORMED AFTER ALL PATCHING IS COMPLETED IN ORDER TO SMOOTH OUT THE PATCHES, IMPROVE RIDING QUALITY AND REDUCE THE DYNAMIC LOADING FROM HEAVY VEHICLES HITTING THE PROTRUDING PATCHES.
26. IT IS ESTIMATED THAT 1,120 LINEAR FEET OF EXISTING GUARDRAIL WITH POST AND FITTING ARE TO BE REMOVED WITHIN THE LIMITS OF SHOWN ON THE PLAN OR AT THE DIRECTION OF THE ENGINEER. EXISTING RAILS, POSTS AND FITTINGS WILL NOT BE REUSED WITHIN THE IMPROVEMENT. THE EXISTING GUARDRAIL SHALL BE REMOVED BY THE CONTRACTOR AND DISPOSED BY HIM AT HIS EXPENSE AND A SALVAGE VALUE OF THE REMOVED GUARDRAIL, POST AND FITTINGS SHALL BE REFLECTED IN THE CONTRACT UNIT BID PRICE PER LINEAR FOOT FOR **GUARDRAIL REMOVAL**.

### **MAINTENANCE OF TRAFFIC NOTES**

1. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE DEPARTMENT'S INTENT TO KEEP THE ROADWAY OPEN FOR ALL TRAFFIC AT ALL TIMES, EXCEPT DURING CONSTRUCTION OPERATIONS. DURING CONSTRUCTION OPERATIONS, ONLY ONE LANE IN EACH DIRECTION SHALL BE ALLOWED TO CLOSE FOR TRAFFIC. ANY SHORT-TERM CONSTRUCTION ACTIVITY THAT REQUIRES ENCROACHMENT ON THE LANES OPEN FOR TRAFFIC SHALL BE RESTRICTED TO WITHIN THE HOURS OF 9:00 A.M. TO 3:00 P.M. LANE CLOSURES SHALL BE IN ACCORDANCE WITH THE APPLICABLE I.D.O.T. TRAFFIC CONTROL STANDARDS AND AS DIRECTED BY THE ENGINEER IN CHARGE.
2. DURING CONSTRUCTION, EXCLUSIVE LEFT TURN LANES AT SIGNALIZED INTERSECTIONS SHALL BE MAINTAINED.
3. DURING PAVEMENT PATCHING OPERATIONS, THE CONTRACTOR IS DIRECTED TO STAGE WORK SUCH THAT CONSTRUCTION OCCURS ON EITHER THE OUTSIDE LANES OR THE INSIDE LANES IN EACH DIRECTION. ALL PATCHING WORK IN ONE STAGE MUST BE COMPLETED PRIOR TO START OF PATCHING WORK IN SUBSEQUENT STAGE.
4. ALL INTERSECTING STREETS SHALL BE KEPT OPEN TO TRAFFIC, AS DIRECTED BY THE RESIDENT ENGINEER.
5. DURING CONSTRUCTION, TEMPORARY PAVEMENT MARKINGS SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE PAY ITEM **TRAFFIC PROTECTION**. TEMPORARY PAVEMENT MARKINGS ON TEMPORARY PAVEMENT SURFACES OR ON PAVEMENT



SURFACES THAT SHALL BE PATCHED OR DIAMOND GROUND, AS PART OF THIS CONTRACT MAY BE PAINT OR TAPE. TEMPORARY PAVEMENT MARKINGS ON FINAL PAVEMENT SURFACES, OR ON PAVEMENT SURFACES THAT SHALL NOT BE CONSTRUCTED, AS PART OF THIS CONTRACT MUST BE TAPE.

6. PAVEMENT MARKING TAPE, TYPE III, IF REQUIRED AND AT THE DIRECTION OF THE RESIDENT ENGINEER, SHALL BE APPLIED TO THE FINAL PAVEMENT SURFACE PRIOR TO APPLICATION OF PERMANENT PAVEMENT MARKING, IN ACCORDANCE WITH SECTIONS 703 AND 1095 OF THE STANDARD SPECIFICATIONS. THE COST OF REMOVAL OF THE TAPE SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT UNIT PRICE PER FOOT OF **PAVEMENT MARKING TAPE, TYPE III**.
7. THE PERMANENT PAVEMENT MARKING SHALL BE APPLIED TO THE FINAL FINISHED SURFACE ONLY AFTER THE COMPLETION OF ALL PAVEMENT WORK UNDER THE IMPROVEMENT.
8. THE CONTRACTOR SHALL NOTIFY THE COOK COUNTY TRAFFIC OPERATIONS DIVISION AT (708) 974-6862 OR (312) 603-1660, TEN (10) DAYS PRIOR TO THE ESTIMATED DATE THAT THE ROADWAY SHALL BE READY FOR THE APPLICATION OF PERMANENT PAVEMENT MARKING. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE THE ROAD CLEANED OF ANY DIRT, GRAVEL, OIL, ETC. ON THE DAY PAVEMENT MARKINGS ARE APPLIED.
9. "DRIVEWAY ENTRANCE" SIGNS SHALL BE MAINTAINED FOR ALL ACCESS POINTS TO COMMERCIAL PROPERTY.
10. "ROAD WORK AHEAD, EXPECT DELAY" SIGNS SHALL BE INSTALLED IN ADVANCE OF WORK ZONES AT BOTH ENDS ON STATE STREET AS DIRECTED BY THE ENGINEER IN CHARGE. THE COST INCURRED TO COMPLY WITH THIS REQUIREMENT WILL NOT BE PAID FOR SEPARATELY BUT INCLUDED IN THE COST FOR **TRAFFIC PROTECTION**.

### **TRAFFIC SIGNAL NOTES**

1. THE CONTRACTOR SHALL INFORM THE CCHD DESIGN ENGINEER AT (312) 603-1730 PRIOR TO THE START OF ANY WORK ON THE CONTRACT. A MINIMUM OF FIVE (5) WORKING DAYS ADVANCE NOTICE IS REQUIRED.
2. THE CONTRACTOR SHALL MARK LOCATIONS OF LOOPS AND CONTACT THE IDOT TRAFFIC SIGNAL ENGINEER AT (847) 705-4506 FOR STATE STREET AT LINCOLN AVENUE (US 30), AND THE CCHD TRAFFIC SIGNAL ENGINEER AT (312) 603-1730 FOR STATE STREET AT 26<sup>TH</sup> STREET AND STATE STREET AT JOE ORR ROAD. THIS IS FOR LOCATION APPROVAL PRIOR TO THE CUTTING OF THE LOOPS. A MINIMUM OF FIVE (5) WORKING DAYS ADVANCE NOTICE IS REQUIRED.
3. VEHICLE LOOP DETECTORS SHALL BE COMPATIBLE WITH THE CONTROL EQUIPMENT.
4. ALL ELECTRICAL CABLE SHALL HAVE A POLYVINYL CHLORIDE JACKET.
5. ALL EXISTING LOOP DETECTORS ARE TO BE ANALYZED AND RE-CUT IF NECESSARY.
6. THE EXACT LOCATIONS OF ALL UTILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR BEFORE THE INSTALLATION OF ANY COMPONENTS OF THE TRAFFIC SIGNAL SYSTEM. FOR THE LOCATIONS OF THE UTILITIES, CALL JULIE TOLL FREE AT 1-800-892-0123.

7. THE CORNERS OF ALL NEW DETECTOR LOOPS SHALL BE CORE DRILLED INCLUDING PAVEMENT JOINTS AND CRACK.
8. CARE IS TO BE TAKEN AS NOT TO DAMAGE ANY OF THE EXISTING TRAFFIC SIGNAL CONDUIT AND EQUIPMENT. IF ANY OF THE TRAFFIC SIGNAL CONDUIT AND/OR EQUIPMENT IS DAMAGED, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE THE CONDUIT AND/OR EQUIPMENT AT NO COST TO THE COUNTY OR STATE.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE EXISTING TRAFFIC SIGNAL INSTALLATION
10. THE PAY ITEM "DETECTOR LOOP, TYPE I" MAY NOT BE USED, IF THE EXISTING LOOPS CAN BE REUSED. THE USE OF THIS PAY ITEM WILL BE AT THE DIRECTION OF THE ENGINEER.

### LANDSCAPING NOTES

1. SODDING: ALL DISTURBED AREAS INDICATED ON THE CROSS-SECTIONS TO BE SODDED SHALL INCLUDE FERTILIZER NUTRIENTS AND SUPPLEMENTAL WATERING. FERTILIZER NUTRIENTS AND SUPPLEMENTAL WATERING SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST PER SQ. YD. FOR SODDING. SUPPLEMENTAL WATERING WHICH IS TO BE USED AFTER INITIAL WATERING (AS SPECIFIED AND DIRECTED BY THE ENGINEER) SHALL BE APPLIED AT THE RATE OF 10 GALLONS PER SQUARE YARD OF SODDING. SODDED SLOPES WHICH ARE 2:1 OR STEEPER SHALL BE STAKED.
2. FERTILIZER NUTRIENTS FOR SEEDING AND SODDING: USE A FERTILIZER WITH AN ANALYSIS OF 1:1:1 RATIO.
3. RATES PER ACRE: 90 LBS. NITROGEN FERTILIZER NUTRIENT  
90 LBS. PHOSPHOROUS FERTILIZER NUTRIENT  
90 LBS. POTASSIUM FERTILIZER NUTRIENT
4. 4" TOP SOIL LAYER: SHALL BE SPREAD AS INDICATED ON THE TYPICAL CROSS-SECTIONS.

### HMA MIX REQUIREMENTS

PAY ITEM	AC TYPE	RAP % (MAX.)	DESIGN AIR VOIDS	USE
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-12.5 OR 9.5, N70	PG 64-22	10%	4% AT 70 GYRATIONS	MEDIAN SURFACE AND DRIVEWAYS
HOT- MIX ASPHALT SHOULDERS, IL-19.0, N30	PG 58-22	50%	2% AT 30 GYRATIONS	MEDIAN

## DETAILS AND STANDARDS LIST

### PAVEMENT:

- CCHD SURVEY MONUMENT DETAIL
- CCHD GENERAL STANDARD DETAIL AND NOTES FOR CONSTRUCTION OF PAVEMENT AND PAVEMENT APPURTENANCES (SUPPLEMENTAL TO IDOT STANDARDS)
- CCHD DETAILS OF CONCRETE MEDIANS
- IDOT STANDARD 213-420601-05 24' (7.2M) PCC PAVEMENT
- IDOT STANDARD 213-420701-02 PAVEMENT FABRIC
- IDOT STANDARD 213-442101-07 CLASS B PATCHES
- IDOT STANDARD 213-606001-04 CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER
- IDOT STANDARD 213-606306-03 CORRUGATED PC CONCRETE MEDIANS
- IDOT STANDARD 213-630001-10 STEEL PLATE BEAM GUARDRAIL
- IDOT STANDARD 213-630201-06 PCC/HMA STABILIZATION AT STEEL PLATE BEAM GUARDRAIL
- IDOT STANDARD 213-630301-05 SHOULDER WIDENING FOR TYPE 1 (SPECIAL) GUARDRAIL TERMINALS
- IDOT STANDARD 213-631011-08 TRAFFIC BARRIER TERMINAL TYPE 2

### DRAINAGE:

- CCHD TEMPORARY EROSION AND SEDIMENT CONTROL
- CCHD FRAME ANYD LID TYPE 1
- CCHD VALVE VAULTS-TYPE A
- FRAME AND GRATE-TYPE 24V

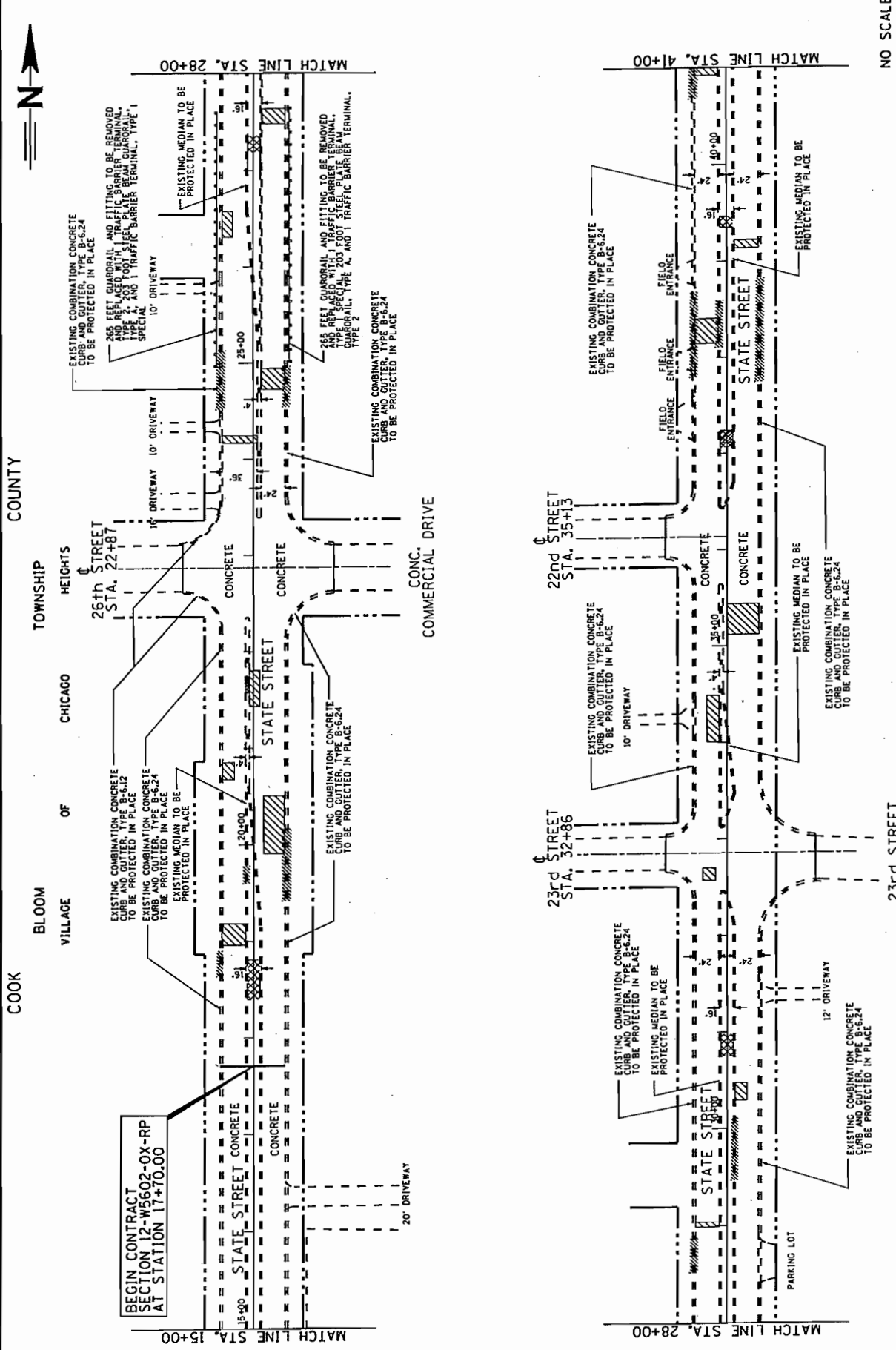
### TRAFFIC:

- CCHD TEMPORARY PAVEMENT STANDARDS
- CCHD PERMANENT MARKING STANDARDS
- IDOT STANDARD 213-701421-04 LANE CLOSURE, MULTILANE, DAY OPERATIONS ONLY, FOR SPEEDS  $\geq$  45 MPH TO 55 MPH
- IDOT STANDARD 213-701422-04 LANE CLOSURE, MULTILANE, FOR SPEEDS  $\geq$  45 MPH TO 55 MPH
- IDOT STANDARD 213-701426-04 LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPERATIONS, FOR SPEEDS  $\geq$  45 MPH
- IDOT STANDARD 213-701601-07 URBAN LANE CLOSURE, MULTILANE, 1W OR 2W WITH NONTRAVERSABLE MEDIAN
- IDOT STANDARD 213-701606-08 URBAN LANE CLOSURE MULTILANE, 2W WITH MOUNTABLE MEDIAN
- IDOT STANDARD 213-701701-08 URBAN LANE CLOSURE MULTILANE INTERSECTION
- IDOT STANDARD 213-701901-02 TRAFFIC CONTROL DEVICES

### ELECTRICAL:

- IDOT DISTRICT ONE STANDARD TRAFFIC SIGNAL DESIGN DETAILS
- IDOT STANDARD 213-886006-01 TYPICAL LAYOUTS FOR DETECTION LOOPS
- IDOT STANDARD 213-886001-01 DETECTOR LOOP INSTALLATIONS

Note: These standards are located at <ftp://130.94.31.166> (Username: highway; Password: fpt3st; Directory: 12-W5602-06-RP)



CLASS B PATCHES (10 IN) LOCATIONS TO BE DETERMINED BY THE ENGINEER

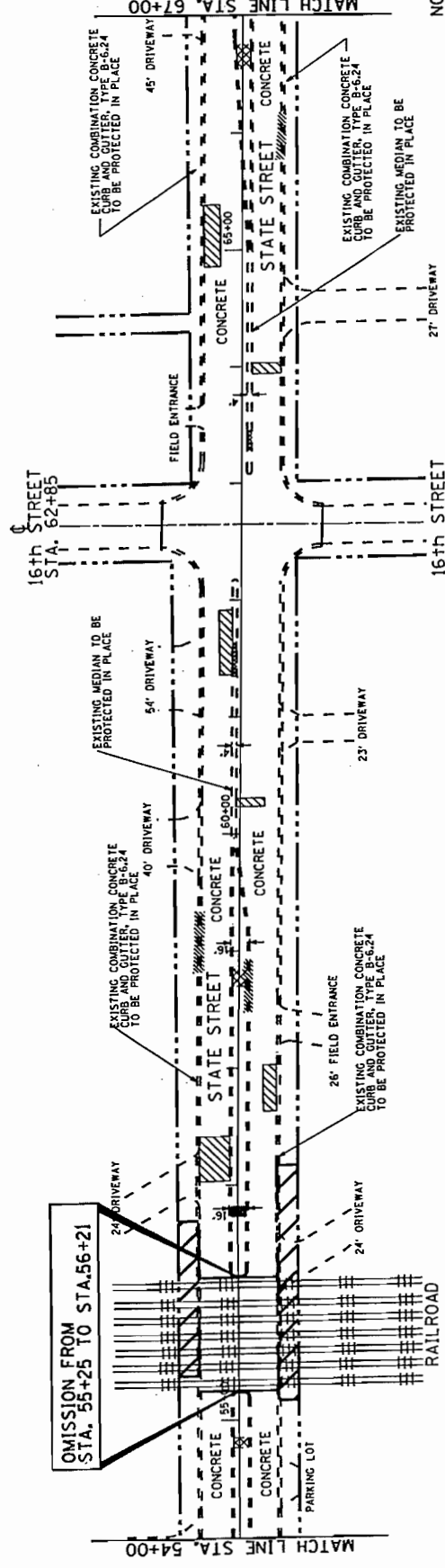
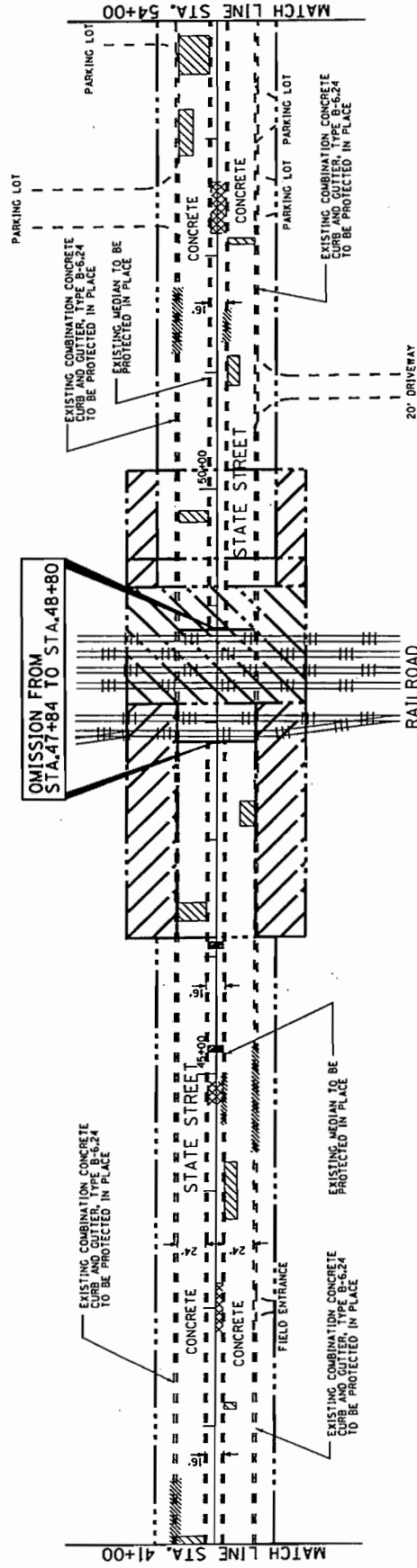
COMBINATION CURB AND GUTTER REMOVAL LOCATIONS TO BE DETERMINED BY THE ENGINEER

HMA SHOULDER TO BE REMOVED AND PAID FOR AS EARTH EXCAVATION AT LOCATIONS TO BE DETERMINED BY THE ENGINEER

MEDIAN REMOVAL LOCATIONS TO BE DETERMINED BY THE ENGINEER

COUNTY OF COOK DEPARTMENT OF HIGHWAYS	
STATE STREET 26TH STREET TO JOE ORR ROAD DIAMOND GRINDING AND TYPE 'B' PATCHING	APPROVED _____ DRAWN _____ CHECKED _____
COMPUTED BY _____ DRAWN BY _____ CHECKED BY _____	APPROVED _____ DRAWN _____ CHECKED _____

COOK COUNTY OF CHICAGO HEIGHTS



NO SCALE

COUNTY OF COOK  
DEPARTMENT OF HIGHWAYS

STATE STREET  
26TH STREET TO JOE ORR ROAD  
DIAMOND GRINDING AND TYPE B PATCHING

COMPUTED BY JLP  
DRAWN BY JLP  
CHECKED BY JLP  
APPROVED BY JLP  
DATE: MARCH 26, 2012  
CHIEF ENGINEER OF DESIGN

HMA SHOULDER TO BE REMOVED AND PAID FOR  
AS EARTH EXCAVATION AT LOCATIONS TO  
BE DETERMINED BY THE ENGINEER

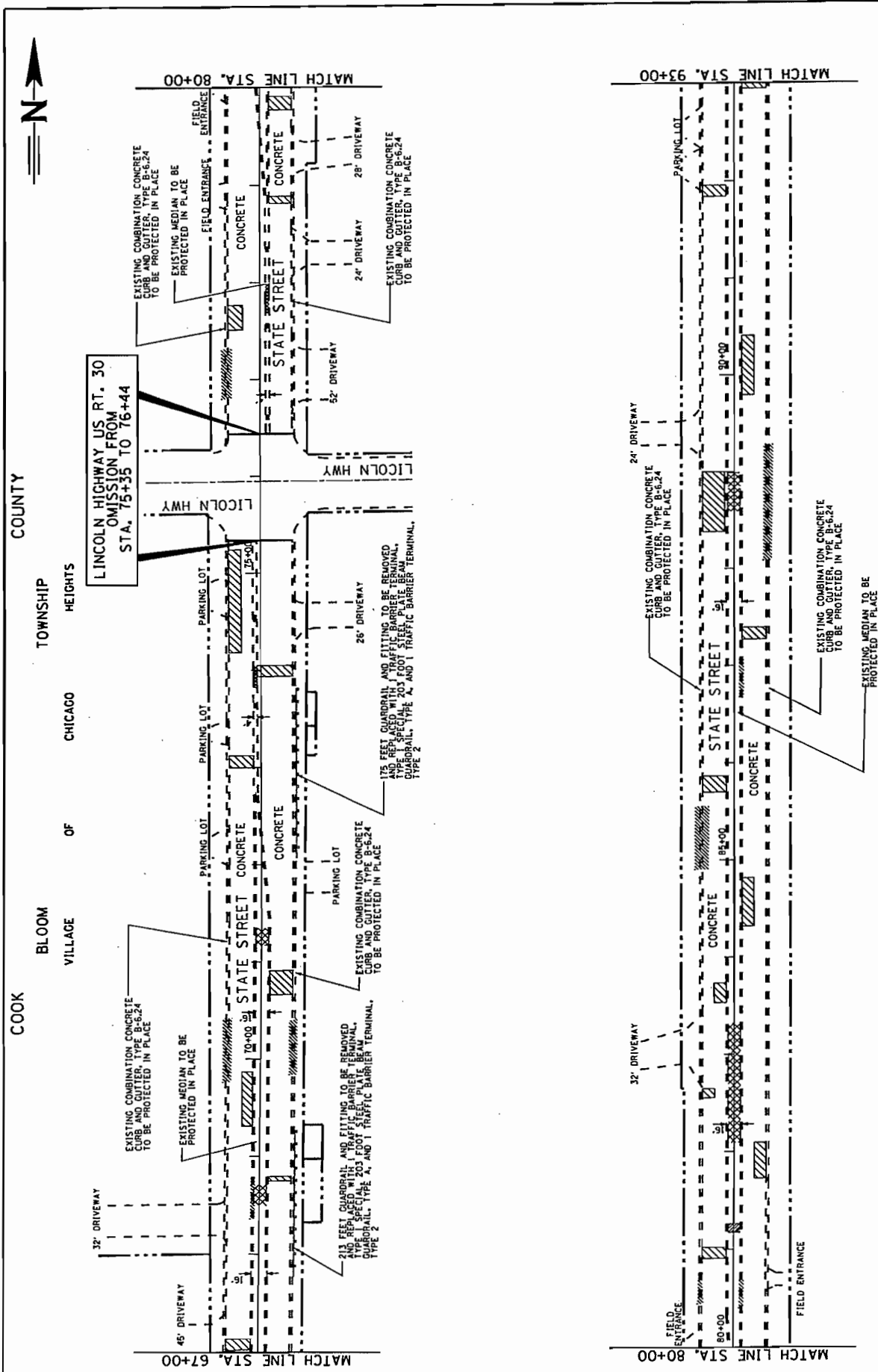
MEDIAN REMOVAL  
LOCATIONS TO BE DETERMINED BY THE ENGINEER



CLASS B PATCHES (10 IN)  
LOCATIONS TO BE DETERMINED BY THE ENGINEER

COMBINATION CURB AND GUTTER REMOVAL  
LOCATIONS TO BE DETERMINED BY THE ENGINEER





NO SCALE

COUNTY OF COOK  
DEPARTMENT OF HIGHWAYS

STATE STREET  
26TH STREET TO JOE ORR ROAD  
DIAMOND GRINDING AND TYPE B PATCHING

COMPUTED BY	ILP	APPROVED	MARCH 26	2012
DRAWN BY	ILP			
CHECKED BY	DJS			
		CHIEF ENGINEER OF DESIGN		

HMA SHOULD TO BE REMOVED AND PAID FOR AS EARTH EXCAVATION AT LOCATIONS TO BE DETERMINED BY THE ENGINEER

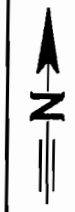


CLASS B PATCHES (10 IN)  
LOCATIONS TO BE DETERMINED BY THE ENGINEER

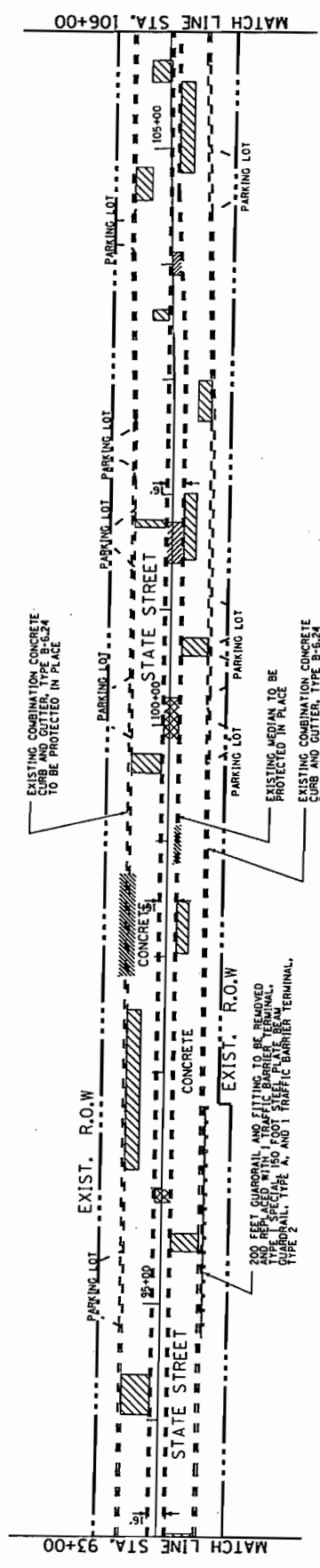


COMBINATION CURB AND GUTTER REMOVAL LOCATIONS TO BE DETERMINED BY THE ENGINEER

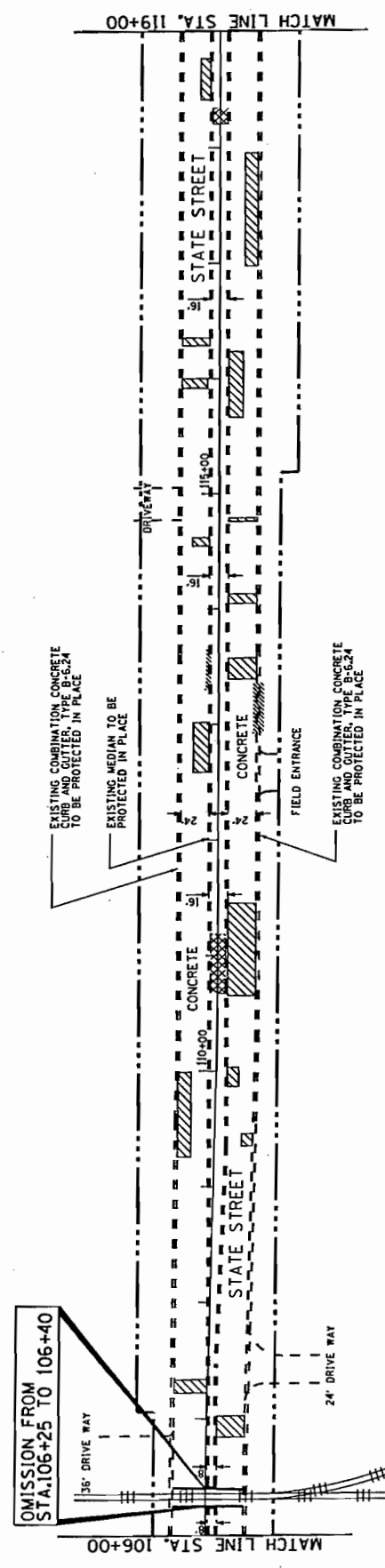




COOK COUNTY OF CHICAGO BLOOM VILLAGE TOWNSHIP HEIGHTS



OMISSION FROM STA. 106+25 TO 106+40

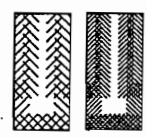


NO SCALE

COUNTY OF COOK DEPARTMENT OF HIGHWAYS	
STATE STREET 26TH STREET TO JOE ORR ROAD DIAMOND GRINDING AND TYPE B PATCHING	
COMPUTED: JLP	APPROVED: MARCH 26, 2012
DRAWN: JLP	CHECKED: JLP
CHIEF ENGINEER OF DESIGN	

HMA SHOULDER TO BE REMOVED AND PAID FOR AS EARTH EXCAVATION AT LOCATIONS TO BE DETERMINED BY THE ENGINEER

MEDIAN REMOVAL LOCATIONS TO BE DETERMINED BY THE ENGINEER



CLASS B PATCHES (10 IN) LOCATIONS TO BE DETERMINED BY THE ENGINEER

COMBINATION CURB AND GUTTER REMOVAL LOCATIONS TO BE DETERMINED BY THE ENGINEER









COUNTY HIGHWAY	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS
W%			
SECTION NO. 12-45502-06-RP			

COOK COUNTY HIGHWAY DEPARTMENT  
STATE STREET  
26TH STREET TO JOE ORR ROAD

## DRAINAGE & UTILITIES GENERAL NOTES

- COORDINATION OF ALL UTILITY WORK INVOLVED IN THE CONSTRUCTION AREA WILL BE DISCUSSED AT A PRE-CONSTRUCTION CONFERENCE.
- EXTRA FRAMES AND GRATES HAVE BEEN ADDED TO THE SUMMARY OF QUANTITIES FOR ADJUSTMENTS OR RECONSTRUCTION PURPOSES AS REQUIRED.
- THE CONTRACTOR'S ATTENTION IS CALLED TO THE FACT THAT THE UNDERGROUND UTILITIES HAVE NOT BEEN DELINEATED ON THE PLANS AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ALL EXISTING UTILITIES. NO EXTRA COMPENSATION WILL BE ALLOWED FOR DELAYS ARISING FROM ANY WORK PERFORMED BY THE UTILITY COMPANY.
- FOR LOCATION OF UTILITIES, CALL J.U.L.I.E. @ 1-800-892-0123.
- ON ALL IMPROVEMENTS THE FRAMES AND LIDS OF EXISTING CATCH BASINS, INLETS, MANHOLES AND VALVE VAULTS THAT ARE TO BE ABANDONED DUE TO CONSTRUCTION OF THIS IMPROVEMENT ARE TO BE SALVAGED BY THE CONTRACTOR. THE CONTRACTOR SHALL CONSIDER DISPOSAL COSTS AND SALVAGE VALUE OF ABANDONED FRAMES AND LIDS IN THE UNIT BID PRICE FOR NEW FRAMES AND LIDS.
- WATER VALVE BOXES WHICH FALL WITHIN THE PAVEMENT AREA ARE TO BE REPLACED WITH VALVE VAULTS. QUANTITIES HAVE BEEN INCLUDED IN THE BILL OF MATERIALS FOR THIS WORK.
- QUANTITIES HAVE BEEN ADDED TO THE BILL OF MATERIALS FOR EROSION CONTROL. THESE ITEMS ARE TO BE PLACED AT THE DIRECTION OF THE ENGINEER AND ACCORDING TO SECTION 280 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- THE CONTRACTOR'S ATTENTION IS CALLED TO SPECIAL PROVISION STATUS OF UTILITIES TO BE ADJUSTED CONTAINED IN THE CONTRACT DOCUMENTS.
- ESTIMATED QUANTITIES FOR INLET FILTERS AND INLET FILTER CLEANING HAVE BEEN ADDED TO TO THE BILL OF MATERIALS. INLET FILTERS ARE TO BE INSTALLED AT EACH EXISTING DRAINAGE STRUCTURE AND CLEANED AS NECESSARY AT THE DIRECTION OF THE ENGINEER.
- ADJUSTMENTS REQUIRED BY UTILITY COMPANIES WILL BE PERFORMED BY THE COMPANY INVOLVED OR ITS CONTRACTOR.
- THE CONTRACTORS ATTENTION IS CALLED TO SPECIAL PROVISION #46. MANAGING CONCRETE WASTE CONTAINED IN THE CONTRACT DOCUMENTS.
- WHEN EXISTING DRAINAGE FACILITIES ARE DISTURBED, THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY OUTLETS AND CONNECTIONS FOR ALL PRIVATE AND PUBLIC DRAINS, SEWERS AND CATCH BASINS. THE CONTRACTOR SHALL PROVIDE FACILITIES TO TAKE IN ALL STORM WATER WHICH WILL BE RECEIVED BY THESE DRAINS AND SEWERS AND DISCHARGE THE SAME. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFICIENT PUMPING PLANT, IF NECESSARY, AND A TEMPORARY OUTLET, AND BE PREPARED AT ALL TIMES TO DISPOSE OF THE WATER RECEIVED FROM THE TEMPORARY CONNECTIONS UNTIL SUCH TIME AS THE PERMANENT CONNECTION WITH SEWERS ARE BUILT AND IN SERVICE. THIS WORK WILL NOT BE PAID DIRECTLY, BUT SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
- CHERT AGGREGATE SHALL NOT BE ALLOWED IN THE MANUFACTURE OF STORM SEWERS, END SECTIONS OR PRECAST DRAINAGE STRUCTURES.

### DRAINAGE AND UTILITIES

COUNTY OF COOK  
DEPARTMENT OF HIGHWAYS

STATE STREET  
26TH STREET TO JOE ORR ROAD

COMPUTED: MM	APPROVED: _____ 2011
DRAWN: MM	
CHECKED: SQ	
DRAINAGE AND UTILITIES DIVISION HEAD	

# SOIL EROSION & SEDIMENT CONTROL NOTES (SHEET 1 OF 2)

COUNTY HIGHWAY	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS

SECTION: \_\_\_\_\_

THE FOLLOWING EROSION AND SEDIMENT CONTROL NOTES AND DETAILS MEET REQUIREMENTS OF THE ILLINOIS URBAN MANUAL (NRCS) AND THE IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

THE SOIL AND WATER CONSERVATION DISTRICT MUST BE NOTIFIED ONE WEEK PRIOR TO THE PRE-CONSTRUCTION CONFERENCE, ONE WEEK PRIOR TO THE COMMENCEMENT OF LAND-DISTURBING ACTIVITIES, AND ONE WEEK PRIOR TO FINAL INSPECTION.

THE ENGINEER SHALL INSPECT ALL TEMPORARY AND PERMANENT EROSION CONTROL STRUCTURES WEEKLY AND AFTER EACH 1/2 INCH OR MORE RAINSTORM EVENT AND INFORM AND DIRECT THE CONTRACTOR TO REPAIR / REPLACE ALL EROSION CONTROL MATERIALS / STRUCTURES PROMPTLY AS NEEDED.

THE SOIL AND WATER CONSERVATION DISTRICT IS RESPONSIBLE FOR CONDUCTING SITE VISITS AND VERIFYING THAT THE PRACTICES ARE WORKING PROPERLY AND DETERMINE IF ADDITIONAL PRACTICES ARE NEEDED FOR BETTER SOIL AND EROSION AND SEDIMENT CONTROL. IF ADDITIONAL PRACTICES ARE DEEMED NECESSARY BY THE SWCD THE CONTRACTOR SHALL IMPLEMENT THE PRACTICES IN A TIMELY MANNER.

ONCE CONSTRUCTION IN A DISTURBED AREA HAS BEEN COMPLETED, PERMANENT STABILIZATION MEASURES WILL BE IMPLEMENTED WITHIN SEVEN DAYS.

ALL ADJACENT STREETS MUST BE KEPT CLEAR OF DEBRIS, INSPECTED DAILY, AND CLEANED WHEN NECESSARY.

A STAMPED AND SIGNED COPY OF THE APPROVED SOIL EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES AND BE PRESENTED WHEN REQUESTED BY THE SWCD, U.S. ARMY CORPS OF ENGINEERS OR ANY OTHER AUTHORIZED AGENCY.

## TOPSOIL

SUITABLE TOPSOIL AS DESCRIBED IN SECTION 211 SHALL BE USED. ORGANIC CONTENT SHALL BE NOT LESS THAN 1.5% BY WEIGHT AND pH RANGE FROM 6.0-7.5.

IF TOPSOIL IS TO BE STOCKPILED AT THE SITE, A LOCATION SHALL BE SELECTED SO THAT IT WILL NOT ERODE, BLOCK DRAINAGE, OR INTERFERE WITH WORK ON THE SITE AND SHALL BE APPROVED BY THE ENGINEER. LOCATIONS SHALL BE DISCUSSED AND DETERMINED AT THE PRE-CONSTRUCTION CONFERENCE.

ALL STOCKPILES SHALL BE IMMEDIATELY PROTECTED WITH SILT FENCE/ PERIMETER BARRIER. TEMPORARY SEEDING OF STOCKPILES SHALL BE COMPLETED WITHIN 7 DAYS OF FORMATION OF STOCKPILE IF IT IS TO REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT SEEDING OF STOCKPILE SHALL BE COMPLETED WITHIN 7 DAYS OF FORMATION OF STOCKPILE IF IT IS TO REMAIN UNDISTURBED FOR MORE THAN 12 MONTHS.

ADDITIONAL TOPSOIL FROM OUTSIDE THE R.O.W. SHALL BE APPROVED BY THE ENGINEER PRIOR TO ITS USE PROVIDED THAT THE MATERIAL MEETS THE REQUIREMENTS DESCRIBED ABOVE FOR TOPSOIL.

## TREE PROTECTION

THE CONTRACTOR SHALL USE EXTREME CAUTION NOT TO DISTURB ANY TREES WITHIN THE PARKWAY AREAS. ALL METHODS OF TREE PROTECTION SHALL BE APPROVED BY THE ENGINEER.

IF PROTECTIVE FENCE IS TO BE USED, THE FENCE SHALL BE LOCATED OUTSIDE THE DRIP LINE OF THE TREE TO BE SAVED AND IN NO CASE CLOSER THAN 5 FEET TO THE TRUNK OF ANY TREE.

FENCE POSTS SHALL BE EITHER STANDARD MINIMUM CROSS SECTIONAL AREA OF 3.0 SQ. STEEL POSTS OR WOOD POSTS.

THE FENCE MAY BE EITHER 40" HIGH SNOW FENCE, 40" PLASTIC WEB FENCING OR ANY OTHER MATERIAL AS APPROVED BY THE ENGINEER / INSPECTOR.

## SODDING/ PERMANENT SEEDING

FERTILIZER NUTRIENTS SHALL BE APPLIED TO THE AREA ACCORDING TO THE IDOT STANDARD SPECIFICATIONS SECTION 250 FOR SEEDING AND SECTION 252 FOR SODDING.

PERMANENT SEEDING SHALL BE PLACED IN ACCORDANCE WITH SECTION 250.

SODDING SHALL BE PLACED IN ACCORDANCE WITH SECTION 252.

PRIOR TO SOD PLACEMENT, AREAS TO BE SODDED SHALL BE BROUGHT TO FINAL GRADE. ANY IRREGULARITIES IN SOIL SURFACE SHALL BE FILLED OR SHAPED TO PREVENT THE FORMATION OF DEPRESSIONS OR WATER POCKETS.

SOD SHALL BE HARVESTED, DELIVERED, AND INSTALLED WITHIN A PERIOD OF 48 HOURS.

AS SODDING OF DEFINED AREAS IS COMPLETED, SOD SHALL BE TAMPED OR ROLLED TO PROVIDE FIRM CONTACT BETWEEN ROOTS AND SOIL FILL ANY GAPS BETWEEN EDGES OR ENDS OF SOD MATS WITH GOOD SOIL AND ROLL.

AFTER ROLLING IS COMPLETE SOD SHALL BE IRRIGATED AT THE RATE THAT DOES NOT RESULT IN RUNOFF. SUPPLEMENTAL WATERING HAS BEEN PROVIDED IN THE EVENT OF PERIODS EXCEEDING 26 DEGREES CELSIUS (80 DEGREES FAHRENHEIT) OR SUBNORMAL RAINFALL.

## TEMPORARY CONCRETE WASHOUT FACILITY

TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE MAINTAINED TO PROVIDE ADEQUATE HOLDING CAPACITY WITH A MINIMUM FREEBOARD OF 4 INCHES FOR ABOVE GRADE FACILITIES AND 12 INCHES FOR BELOW GRADE FACILITIES. MAINTAINING TEMPORARY CONCRETE WASHOUT FACILITIES SHALL INCLUDE REMOVING AND DISPOSING OF HARDENED CONCRETE OR SLURRY AND RETURNING THE FACILITIES TO A FUNCTIONAL CONDITION.

EXISTING FACILITIES MUST BE CLEANED OR NEW FACILITIES MUST BE CONSTRUCTED AND READY FOR USE ONCE THE WASHOUT IS TWO-THIRDS FULL.

TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE INSPECTED FOR DAMAGE (E.G. TEARS IN PLASTIC LINER, MISSING SAND BAGS, ETC.). DAMAGED FACILITIES SHALL BE REPAIRED PROMPTLY.

## STANDARD A-39

COUNTY OF COOK  
DEPARTMENT OF HIGHWAYS

## SOIL EROSION & SEDIMENT CONTROL NOTES

COMPUTED _____	APPROVED _____ 20 _____
DRAWN <u>MAL</u>	
CHECKED <u>SDR</u>	

DESIGN AND UTILITIES DIVISION-HEAD

# SOIL EROSION & SEDIMENT CONTROL NOTES (SHEET 2 OF 2)

COUNTY HIGHWAY	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS

SECTION:

## PERIMETER EROSION BARRIER / SILT FENCE

PERIMETER EROSION BARRIER/SILT FENCE SHALL BE INSTALLED AND FUNCTIONING PROPERLY PRIOR TO ANY EARTHWORK ACTIVITIES IN THE AREA TO BE PROTECTED. THEY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IN CONJUNCTION WITH THE FINAL GRADING AND SITE STABILIZATION.

FABRIC FILTER MATERIAL SHALL MEET THE REQUIREMENTS OF SECTION 1080.02 MATERIAL STANDARD.

## TEMPORARY DITCH CHECKS

DITCH CHECKS SHOULD BE PLACED AS SHOWN ON THE PLANS. ROLLED EXCELSIOR, TRIANGULAR GEOTEXTILE, OR STONE AGGREGATE MAY BE USED AS TEMPORARY DITCH CHECKS. SEE STANDARD DRAWING FOR DETAILS. FABRIC MATERIAL SHALL BE PLACED OVER THE CLEARED AREA PRIOR TO PLACING THE ROCK AND SHALL MEET THE REQUIREMENTS OF SECTION 1080.02.

FOR ADDED STABILITY, THE BASE OF THE DITCH CHECK MUST BE KEYED 6 INCHES INTO THE SOIL.

STRAW BALES SHALL NOT BE USED AS TEMPORARY DITCH CHECKS.

THE UNIT PRICE FOR TEMPORARY DITCH CHECKS INCLUDES THE COST OF REPLACEMENT DITCH CHECKS. WHEN A REPLACEMENT DITCH CHECK IS NEEDED AT ANY LOCATION CALLED FOR ON THE PLAN IT WILL NOT BE PAID FOR SEPARATELY.

THESE BMPS ARE TEMPORARY AND SHALL BE REMOVED WHEN THEY ARE NO LONGER REQUIRED OR WHEN PERMANENT MEASURES ARE INSTALLED.

## EROSION CONTROL BLANKET

A QUANTITY OF EROSION CONTROL BLANKET HAS BEEN PROVIDED AND SHALL BE USED TO PROTECT ALL AREAS WITH SLOPES EQUAL TO OR GREATER THAN 3H:1V AND IN CRITICAL AREAS (i.e. DETENTION BASIN PERIMETERS, STREAMBANKS, BERMS, ETC.) IMMEDIATELY UPON FINAL GRADING UNTIL STABILIZED WITH SODDING.

TYPE OF BLANKET SHALL BE APPROVED BY THE ENGINEER AND INSTALLED AS DETAILED IN THE PLANS. THE USE OF EROSION CONTROL BLANKET CONTAINING GREEN DYE IS NOT ACCEPTABLE PER SOIL AND WATER CONSERVATION DISTRICT REQUIREMENTS.

THE BLANKET WILL BE IN FIRM CONTACT WITH THE SOIL. IT SHALL BE ANCHORED PER MANUFACTURER'S RECOMMENDATION WITH THE PROPER NUMBER AND SPACING OF WIRE STAPLES WHOSE LENGTH AND HEIGHT MEET MANUFACTURER'S RECOMMENDATION.

EROSION CONTROL BLANKET SHALL BE LOOSELY PLACED OVER GROUND SURFACE AND STAPLED. DO NOT STRETCH MATERIAL.

THE BLANKET WILL BE UNROLLED UPSTREAM TO DOWNSTREAM PARALLEL TO THE DIRECTION OF FLOW IN THE CHANNEL AND PERPENDICULAR TO THE FLOW ON THE SLOPES. THE UPSTREAM END OF EACH BLANKET SHALL BE ANCHORED IN A MINIMUM 6 INCH ANCHOR TRENCH. THESE BLANKETS WHEN LAID SIDE BY SIDE SHALL OVERLAP A MINIMUM OF 4 INCHES. BLANKETS SHALL OVERLAP 12 INCHES AT THE DOWNSTREAM ENDS.

## INLET AND PIPE PROTECTION / INLET FILTERS

INLET AND PIPE PROTECTION AND INLET FILTERS SHALL BE INSTALLED AND FUNCTIONING PROPERLY PRIOR TO ANY EARTHWORK ACTIVITIES IN THE AREA TO BE PROTECTED. THEY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IN CONJUNCTION WITH THE FINAL SITE STABILIZATION.

INLET FILTERS SHALL BE USED FOR ALL CATCH BASINS AS SHOWN ON THE PLANS AND AT ANY LOCATION DEEMED NECESSARY BY THE ENGINEER AND SHALL BE CLEANED IN ACCORDANCE WITH SPECIAL PROVISION FOR INLET FILTER CLEANING.

FABRIC DROP/SILT FENCE INLET PROTECTION SHALL BE USED FOR U/S FLARED END SECTIONS AND SHALL CONFORM TO THE DETAILS PROVIDED IN THE STANDARDS FOR INLET PIPE PROTECTION AND SILT FENCE.

THE STAKES SHOULD BE SPACED EVENLY AROUND THE PERIMETER OF THE INLET A MAXIMUM OF 3 FEET APART, AND SECURELY DRIVEN INTO THE GROUND APPROXIMATELY 18 INCHES DEEP.

THE SILT FENCE SHOULD BE BACKFILLED WITH CRUSHED STONE OR COMPACTED SOIL AS SHOWN ON THE DETAIL FOR SILT FENCE.

SEDIMENT SHOULD BE REMOVED WHEN IT HAS ACCUMULATED TO ONE HALF THE HEIGHT OF THE INLET FILTER, INLET PIPE PROTECTION, OR DITCH CHECK AND WILL BE PAID FOR AS EARTH EXCAVATION FOR EROSION CONTROL.

## BOX CULVERT INSTALLATION

THE CONTRACTOR SHALL PROVIDE TO THE ENGINEER SHOP DRAWINGS AND DESIGN CALCULATIONS OF COFFERDAMS FOR APPROVAL PRIOR TO BEGINNING OF CONSTRUCTION. SEE SPECIAL PROVISION - MAINTAINING DRAINAGE AND STREAM PROTECTION.

APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL METHODS SHALL BE INSTALLED, MAINTAINED AND DOCUMENTED FOR EACH STEP OF THE BOX CULVERT INSTALLATION BY THE CONTRACTOR AND RESIDENT ENGINEER. AT A MINIMUM, THE WORK AREA NEEDS TO BE ISOLATED FROM ANY FLOWING WATER. SEE SPECIAL PROVISION - MAINTAINING DRAINAGE AND STREAM PROTECTION.

A SUMP PIT SHALL BE USED DURING DEWATERING OPERATIONS OF THE WORK AREA AS APPROVED BY SWCD AND SHALL BE DISCHARGED TO A SEDIMENT BASIN OR BAG OF ADEQUATE SIZE TO PROVIDE FOR SETTLEMENT PRIOR TO DISCHARGE TO DRAINAGE SYSTEM OR STREAM. SEE IL URBAN MANUAL PRACTICE STANDARD FOR DEWATERING - CODE 813.

WATER CAPTURED UPSTREAM OF THE COFFERDAM MAY BE DISCHARGED DIRECTLY BACK INTO THE DRAINAGE SYSTEM AS LONG AS NO SCOURING OCCURS FROM THE DISCHARGE OPERATION.

THE DISCHARGE OF WATER FROM DEWATERING OPERATIONS DIRECTLY INTO THE STREAM OR DRAINAGE SYSTEM IS STRICTLY PROHIBITED.

THE NORTH COOK COUNTY SOIL AND WATER CONSERVATION DISTRICT CAN BE CONTACTED AT (847) 468-0071 MONDAY-FRIDAY 8:00 AM - 4:30 PM OR BY FAX AT (847) 608-8302.

THE WILL SOUTH COOK COUNTY SOIL AND WATER CONSERVATION DISTRICT CAN BE CONTACTED AT (815) 462-3106, EXT.3, MONDAY-FRIDAY 8:00 AM - 4:30 PM OR BY FAX AT (815) 462-3176.

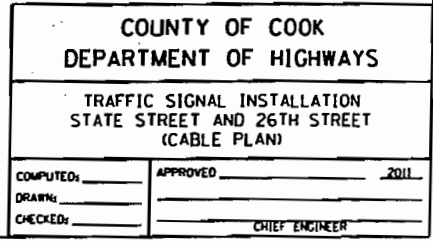
## STANDARD A-39

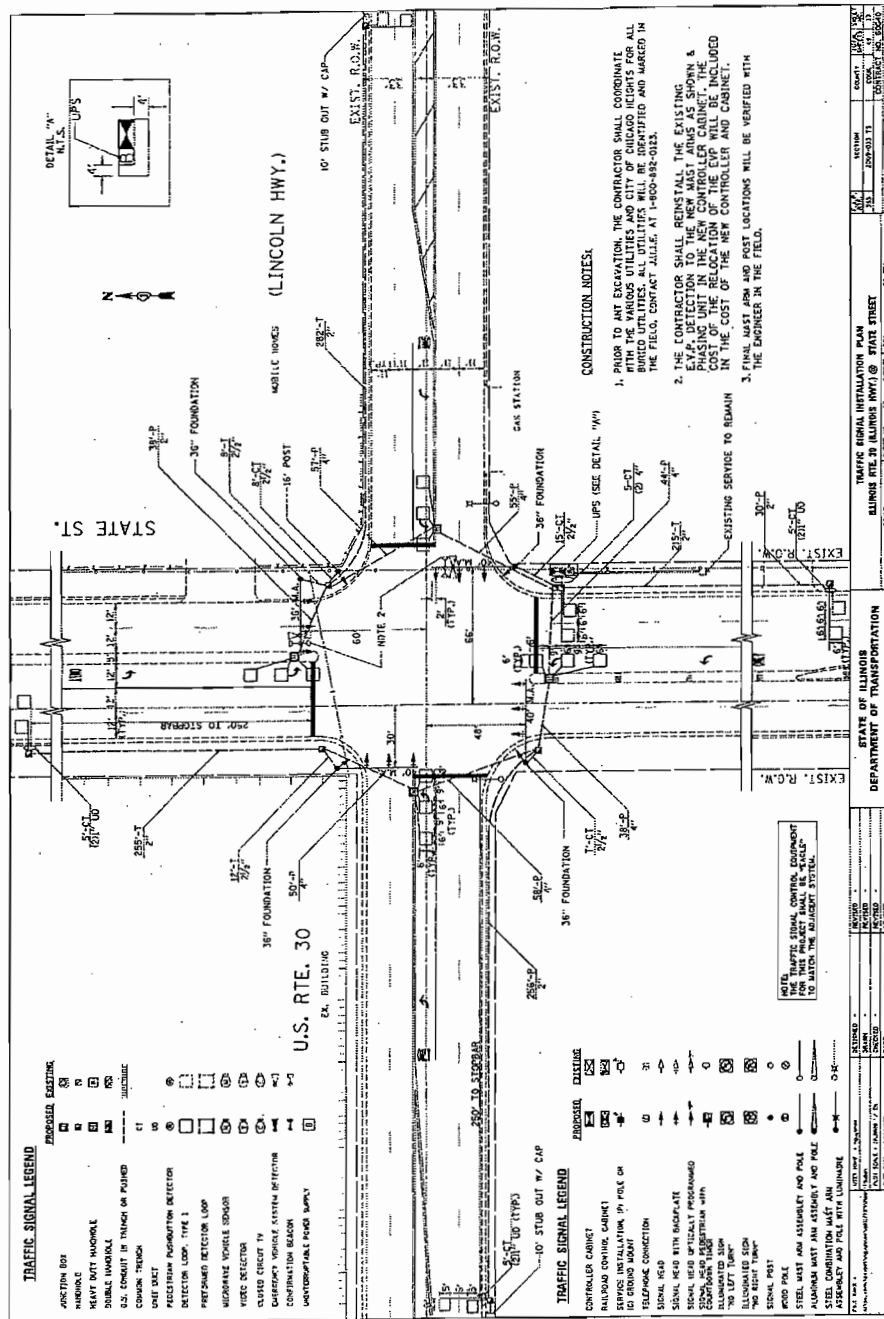
COUNTY OF COOK  
DEPARTMENT OF HIGHWAYS

## SOIL EROSION & SEDIMENT CONTROL NOTES

COMPUTED	APPROVED
DRAWN MAL	20
CHECKED SDR	





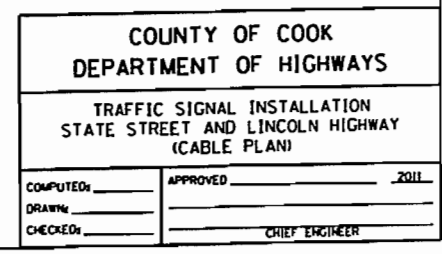


FOR REFERENCE ONLY

COUNTY OF COOK  
DEPARTMENT OF HIGHWAYS

TRAFFIC SIGNAL INSTALLATION  
STATE STREET AND LINCOLN HIGHWAY  
(DESIGN PLAN)

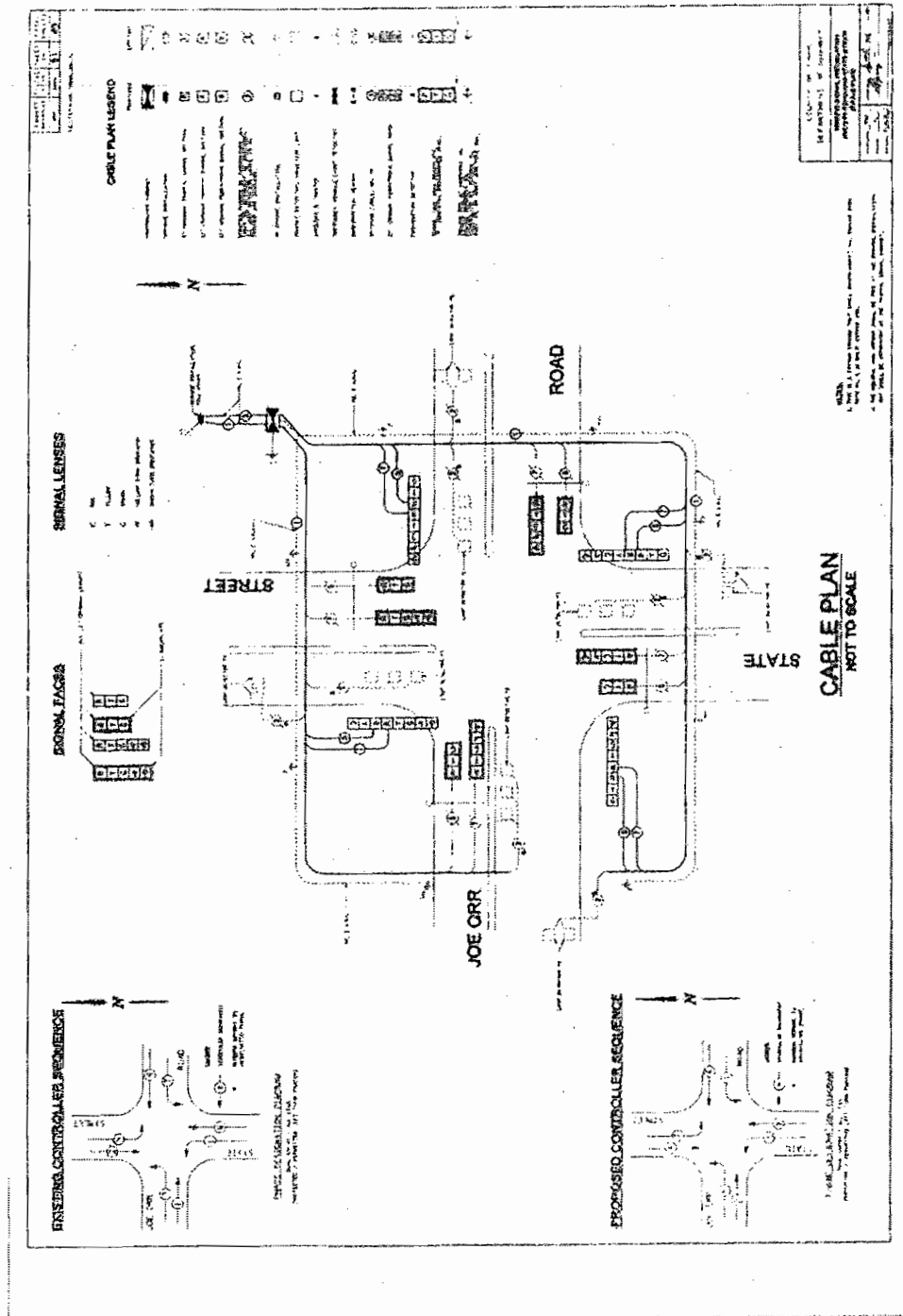
COMPUTED: _____	APPROVED _____ 2011
DRAWN: _____	_____
CHECKED: _____	CHIEF ENGINEER

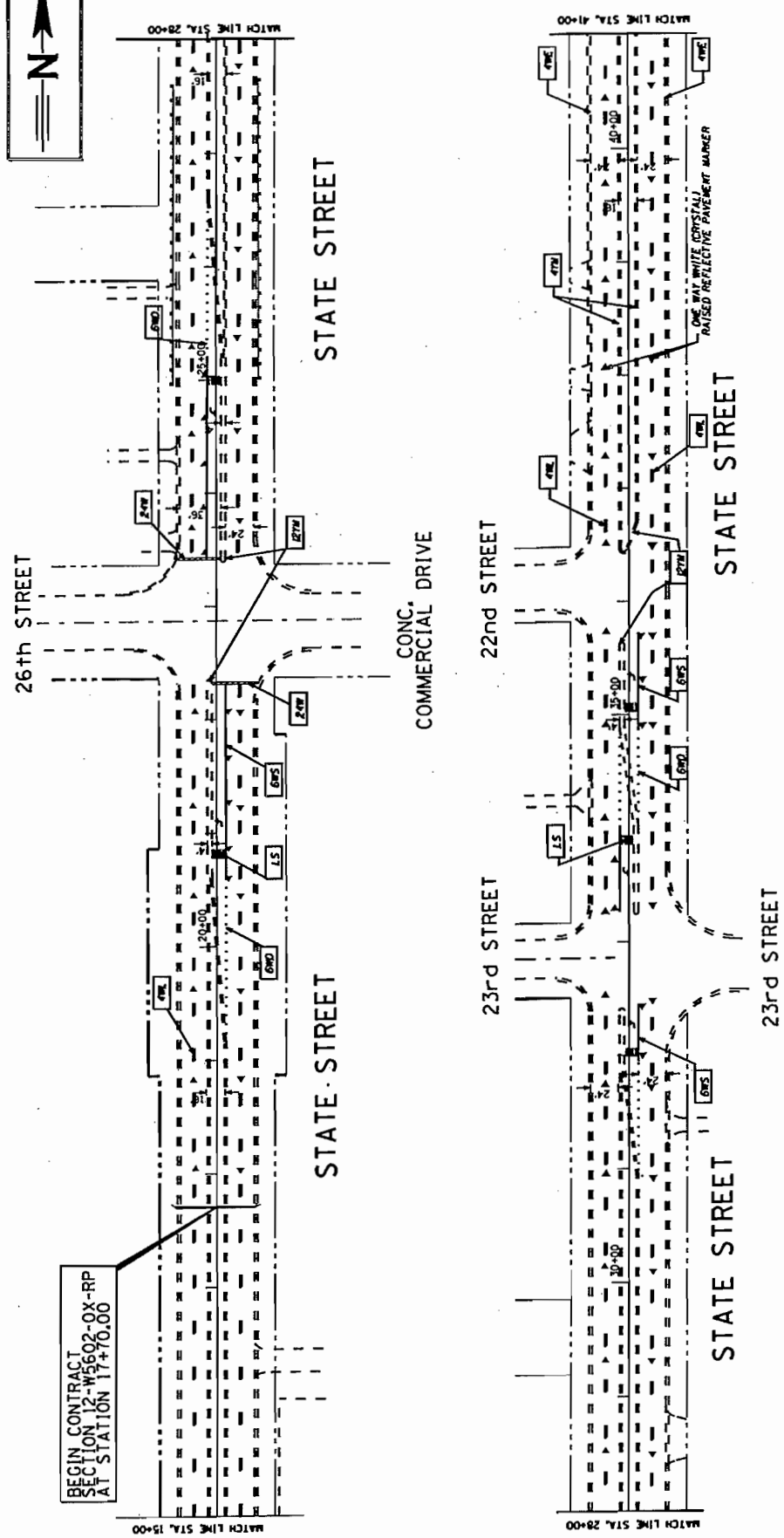






COUNTY HIGHWAY	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS
W56	2012		
SECTION 12-W5602-06-PP			



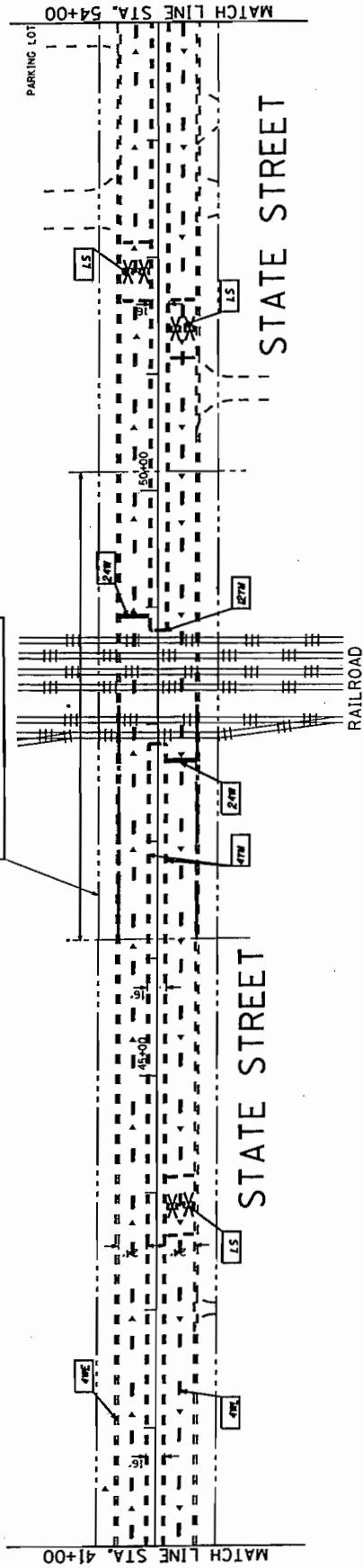


SCALE: 1"=50 FT

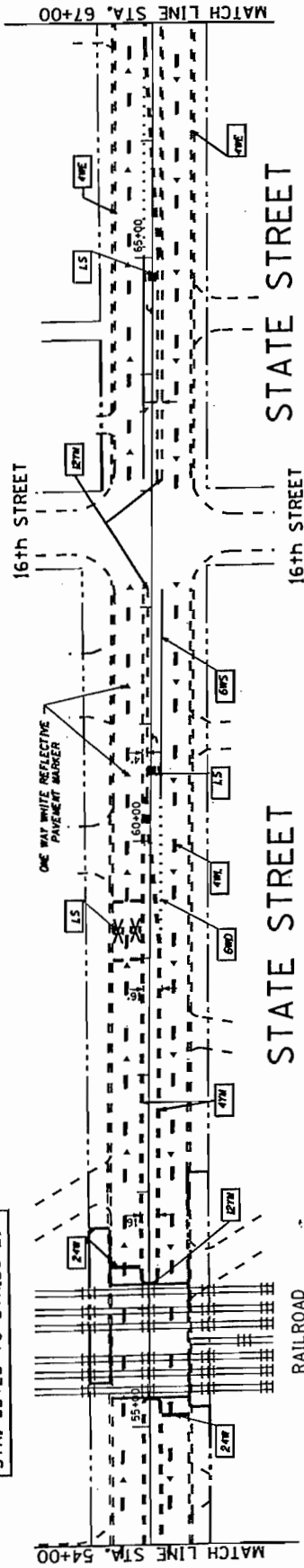
COUNTY OF COOK DEPARTMENT OF HIGHWAYS	
PAVEMENT MARKING PLAN STATE STREET 26TH STREET TO JOE ORR ROAD	
COMPUTED BY: STP	APPROVED: MARCH 23, 2012
DRAWN BY: STP	CHECKED BY: STP
CHIEF ENGINEER	



OMISSION FROM  
STA. 47+84 TO STA. 48+80



OMISSION FROM  
STA. 55+25 TO STA. 56+21



SCALE: 1"=50FT

COUNTY OF COOK  
DEPARTMENT OF HIGHWAYS

PAVEMENT MARKING PLAN  
STATE STREET  
26TH STREET TO JOE ORR ROAD

COMPUTED BY	STP	APPROVED	MARCH 23, 2012	159
DRAWN BY	STP	CHECKED BY	SMV	
				CHIEF ENGINEER



OMISSION FROM  
STA. 75+35 TO 76+44

LICOLN HWY

MATCH LINE STA. 67+00

MATCH LINE STA. 80+00

STATE STREET

STATE STREET

LICOLN HWY

ONE WAY WHITE RAISED  
REFLECTIVE PAVEMENT MARKER

MATCH LINE STA. 80+00

MATCH LINE STA. 93+00

STATE STREET

STATE STREET

ONE WAY WHITE RAISED  
REFLECTIVE PAVEMENT MARKING

SCALE: 1" = 50 FT

COUNTY OF COOK  
DEPARTMENT OF HIGHWAYS

PAVEMENT MARKING PLAN  
STATE STREET  
26TH STREET TO JOE ORR ROAD

COMPUTED BY	STP	APPROVED	MARCH 23	2012
DRAWN BY	STP	CHECKED BY	SNY	
				CHIEF ENGINEER



MATCH LINE STA. 106+00

EXIST. R.O.W

EXIST. R.O.W

EXIST. R.O.W

COMMERCIAL  
DRIVEWAY

STATE STREET

MATCH LINE STA. 93+00

MATCH LINE STA. 119+00

COMMERCIAL  
DRIVEWAY

STATE STREET

OMISSION FROM  
STA. 106+25 TO 106+40

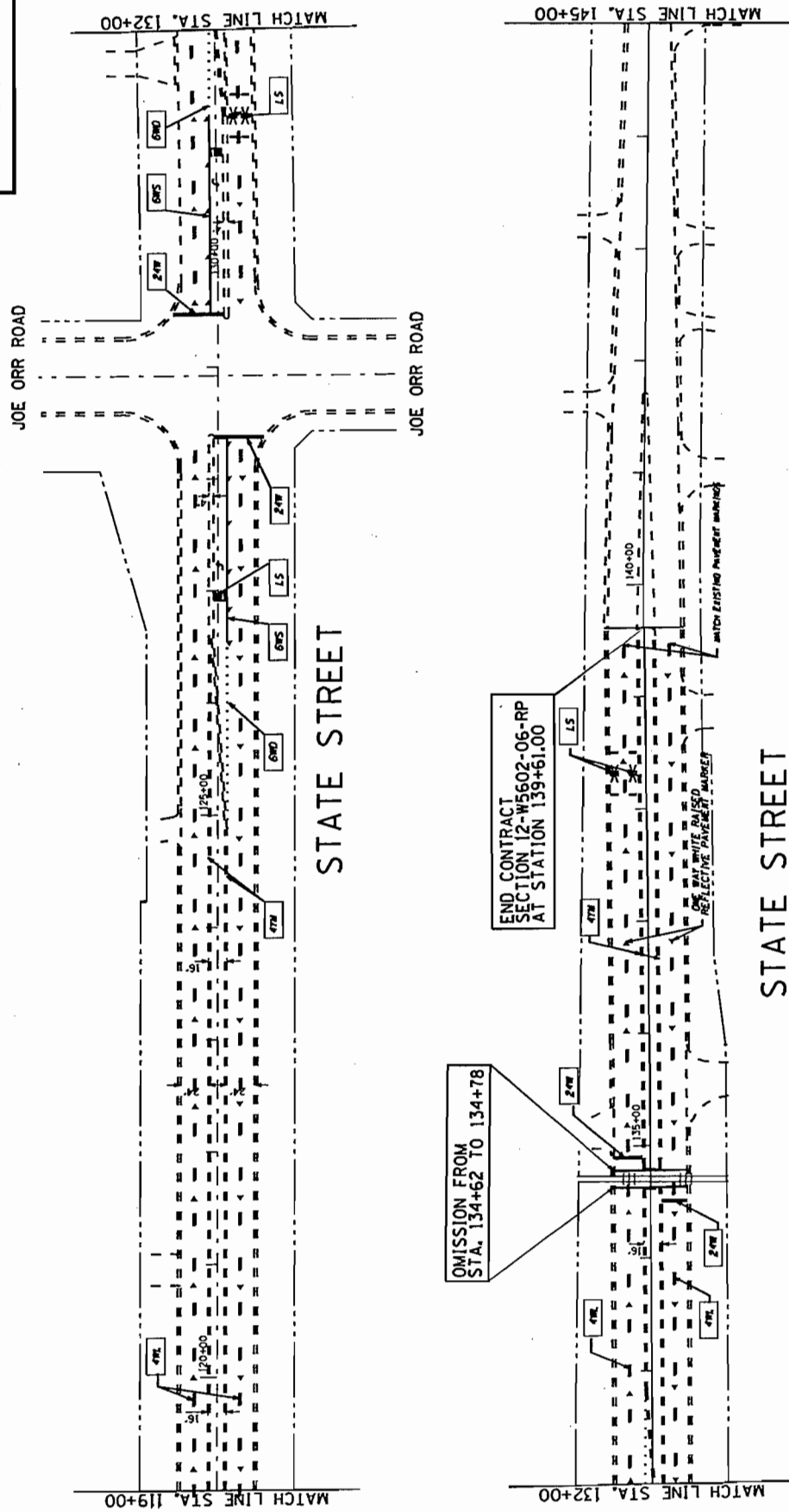
MATCH LINE STA. 106+00

SCALE: 1" = 50 FT

COUNTY OF COOK  
DEPARTMENT OF HIGHWAYS

PAVEMENT MARKING PLAN  
STATE STREET  
26TH STREET TO JOE ORR ROAD

COMPUTED BY	STP	APPROVED	MARCH 23, 2012
DRAWN BY	STP	CHECKED BY	CHIEF ENGINEER



STATE STREET

STATE STREET

NOTES:

- (1) IN CASE THE DIAMOND GRINDING OPERATION DO NOT REACH UP TO THE EDGE OF CENTER PHYSICAL MEDIAN, THE EXISTING 4" YELLOW MEDIAN EDGE LINE SHALL REQUIRE TO ERADICATE PRIOR TO INSTALLATION OF PROPOSED (NEW) MEDIAN EDGE LINE. THE COST INCURRED FOR THIS WORK WILL BE PAID SEPARATELY AS PER THE PAY ITEM ERADICATION OF EXISTING PAVEMENT MARKINGS.
- (2) THERE IS NO BLACK LINE FOR THE NEW PROPOSED PAVEMENT MARKINGS.
- (3) THE LOCATIONS OF EXISTING 24" WHITE STOP LINES ON STATE STREET AT ALL SIGNALIZED INTERSECTIONS WILL REMAIN SAME AS EXISTING.
- (4) THE EXISTING SIGNS ON STATE STREET WILL REMAIN SAME AS IS.
- (5) THE PAVEMENT MARKINGS FOR OMISSION SECTIONS OF STATE ST ARE INCLUDED FOR NEW PROPOSED PAVEMENT MARKINGS.
- (6) THE EXISTING PAVEMENT MARKINGS FOR OMISSION SECTIONS ARE REQUIRED TO ERADICATE PRIOR TO INSTALLATION OF NEW PROPOSED PAVEMENT MARKINGS.

PAVEMENT MARKINGS LEGEND

- 4WL 4" WHITE LANE LINE (10' LONG; 30' BLANK)
- 4WE 4" WHITE EDGE LINE ALONG THE RIGHT EDGE OF PAVEMENT SURFACE (TYPICAL)
- 4YM 4" YELLOW LINE ALONG THE MEDIAN EDGE (TYPICAL)
- 6WS 6" WHITE SOLID (TURN LANE) LINE
- 6WD 6" WHITE SXP DASH (TURN LANE) LINE; 2' LONG & 6' BLANK (TYPICAL)
- 12YM 12" YELLOW LINE (ALONG MEDIAN NOSE) (TYPICAL)
- 24W 24" WHITE STOP LINE
- LS LETTERS & SYMBOLS
- ONE WAY WHITE (CRYSTAL) RAISED REFLECTIVE PAVEMENT MARKER

SCALE: 1" = 50 FT

COUNTY OF COOK DEPARTMENT OF HIGHWAYS	
PAVEMENT MARKING PLAN STATE STREET 26TH STREET TO JOE ORR ROAD	
COMPUTED BY	APPROVED
DRAWN BY	DATE
CHECKED BY	2012
CHIEF ENGINEER	

# COUNTY OF COOK

## CHICAGO, ILLINOIS

# PROPOSAL

*For a County Highway Improvement in the County of Cook, State of Illinois,*

known as \_\_\_\_\_ State Street \_\_\_\_\_

Route W56 Section 12-W5602-06-RP

From \_\_\_\_\_ 26<sup>th</sup> Street \_\_\_\_\_ To \_\_\_\_\_ Joe Orr Road \_\_\_\_\_

### LOCATION OF IMPROVEMENT

The proposed improvement is part of the public highway system in the County of Cook, State of Illinois, located by section and route before mentioned, and is indicated on the map showing the County Highway System on file in the office of the County Clerk and also in the office of the Illinois Department of Transportation, Division of Highways, Springfield, Illinois.

The proposed improvement to State Street begins at Station 17+70, a point on the centerline of State Street approximately 516 feet south of the centerline of 26th Street, and continues in a northerly direction to Station 139+61, a point on the centerline of 26th Street approximately 1068 feet north of the centerline of Joe Orr Road, for a total distance of 12,191 feet (2.309 miles) of which 11,859 feet (2.246 miles) are to be improved.

### DESCRIPTION OF IMPROVEMENT

The improvement consists of repair to the existing P.C.C. pavement along State Street with Class B Patches (10 in.), as required along with Diamond Grinding. Also included will be median removal and replacement repair including Types C-4 and M-7, as required; removal and replacement of damaged P.C. Combination Concrete Curb and Gutter, as required; Crack and Joint Routing and Sealing, as required; traffic protection; drainage repairs and adjustments, as required; guardrail removal and replacement; removal and replacement of detector loops; and removal and replacement of pavement marking, as required.



**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENTS  
INDEX**

<u>Section</u>	<u>Description</u>
Instructions	Instructions for Completion of Economic Disclosure Statement  Insert IDOT Certificate of Eligibility  Insert IDOT Affidavit of Availability
1	DBE Utilization Plan DBE Participation Statement
2	Letter of Intent from DBE to Perform as Subcontractor, Supplier and/or Consultant
3	Petition for Reduction/Waiver of DBE Participation Goals
4	Contractor Certifications
5	Required Disclosures (Lobby, Local Business Preference, Real Estate Ownership) Affidavit of Child Support Obligations Disclosure of Ownership Interest Statement Familial Relationship Disclosure Provision
6	Contractor's Certification Concerning Labor Standards & Prevailing Wage Requirements Subcontractor's Certification Concerning Labor Standards & Prevailing Wage Requirements
7	Execution Pages: Sole Proprietor Signature Page Partnership Signature Page Corporation Signature Page Cook County Signature Page

## **INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Cook County Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, and Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other bid, quote or offer submitted by the Undersigned, and in any event a "Bid" includes this EDS.

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or county employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Sections 1 through 3: DBE Documentation.- (1 original set of documents)** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's DBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of DBE Participation must be completed.

**Section 4: Certifications.** - (1 original set of documents) Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** - (1 original set of documents) Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**Sections 6: Execution Forms.** Refer to section "Definition of Terms/Information for Bidders" for instructions of number of originals and number of copies needed when submitting a bid document.

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Triggi Construction, Inc.

P.O. Box 235 West Chicago, IL 60186-0235

Contractor No 6051  
(1st Revision)

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$14,944,000.00

001	EARTHWORK	\$675,000
012	DRAINAGE	\$325,000
017	CONCRETE CONSTRUCTION	\$11,525,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/11/2011 TO 6/30/2012 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/11/2011.

  
Acting Engineer of Construction



# Illinois Department of Transportation

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability**  
**For the Letting of** 4/27/2012  
(Letting date)

Instructions: Complete this form by either typing or using black ink.  
"Authorization to Bid" will not be issued unless both sides of this form are  
completed in detail. Use additional forms as needed to list all work.

## Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

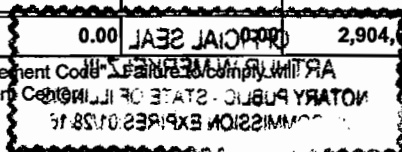
	1	2	3	4	Awards Pending	
Contract Number						
Contract With	COOK CTY	ELGIN				
Estimated Completion Date	10-12	6-12				
Total Contract Price	3,000,084.60	1,847,257.60				Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	3,000,084.60	1,406,138.10				4,406,222.70
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						4,406,222.70

## Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals
Earthwork	10,000.00	4,380.00			14,380.00
Portland Cement Concrete Paving	308,000.00				308,000.00
HMA Plant Mix		5,000.00			5,000.00
HMA Paving	36,500.00				36,500.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	19,350.00	2,000.00			21,350.00
Highway, R.R. and Waterway Structures					0.00
Drainage	57,525.00				57,525.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction	1,631,455.80	830,453.50			2,461,909.30
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling					0.00
Demolition					0.00
Pavement Markings (Paint)					0.00
Other Construction (List)					0.00
					0.00
					0.00
Totals	2,062,830.80	841,833.50	0.00	0.00	2,904,664.30

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code" Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.



Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	HARD ROCK	BARONE			
Type of Work	SEALING	WM, SEWER			
Subcontract Price	120,461.00	589,641.00			
Amount Uncompleted	120,461.00	150,000.00			
Subcontractor	HAWK ENT	MAINT CTGS			
Type of Work	ELECTRICAL	PAVT MK			
Subcontract Price	34,920.00	5,800.35			
Amount Uncompleted	34,920.00	5,800.35			
Subcontractor	MAINT CTGS	PLOTE			
Type of Work	PAVT MK	HMA PAVING			
Subcontract Price	86,442.50	332,428.00			
Amount Uncompleted	86,442.50	332,428.00			
Subcontractor	QUALITY	TC&P			
Type of Work	GRINDING	SIGNS			
Subcontract Price	379,392.30	21,478.50			
Amount Uncompleted	379,392.30	20,000.00			
Subcontractor	ROUGHNECK	UNASSIGNED			
Type of Work	SAWING	LANDSCAPE			
Subcontract Price	197,458.50	56,076.25			
Amount Uncompleted	197,458.50	56,076.25			
Subcontractor	TSI				
Type of Work	TC&P				
Subcontract Price	96,179.50				
Amount Uncompleted	96,179.50				
Subcontractor	V&R LS				
Type of Work	LANDSCAPE				
Subcontract Price	22,400.00				
Amount Uncompleted	22,400.00				
Total Uncompleted	937,253.80	564,304.60	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

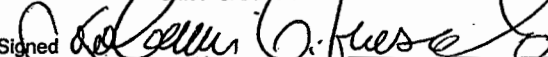
this 23 day of May, 20 12

  
Notary Public

My commission expires: 01/28/16



Type or Print Name Giovanni Difruscolo, President  
Officer or Director Title

Signed 

Company Triggi Construction, Inc.

Address POB 235, 1975 Powis Rd  
West Chicago, IL 60186-0235



# COOK COUNTY DEPARTMENT OF HIGHWAYS

## DBE Participation Statement

### (1) Policy

It is public policy that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

### (2) Obligation

The contractor agrees to ensure that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

### (3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route W56/State St  
 Section 12-W5602-06-RP  
 Project State St-26th St to Joe Orr Rd  
 County Cook  
 Letting Date 05/23/12  
 Contract No. 12-23-187  
 Letting Item No. \_\_\_\_\_

Total Bid	<u>\$2,363,584.70</u>	
Contract DBE Goal	<u>11%</u> (Percent)	<u>\$259,994.32</u> (Dollar Amount)

### (4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

- ☒ Meets or exceeds contract award goals and has provided documented participation as follows:

Disadvantaged Business Participation 11 percent

Attached are the signed participation statements required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

- ☐ Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation \_\_\_\_\_ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Triggi Construction, Inc.

By Giovanni Difruscolo Company  
 Title Giovanni Difruscolo President

Date 05/23/12

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision. Please include this Special Provision in the bid.

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form derives from IDOT SBE 2026 form.



## COOK COUNTY DEPARTMENT OF HIGHWAYS

## DBE Utilization Plan

IDOT Subcontractor Registration Number 2411

Letting May 23, 2012

### Participation Statement

Item No. Section: 12-W5602-06-RP

### (1) Instructions

Contract No. 12-23-187

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

(2) *Work*

Pay Item No.	Description	Quantity	Unit Price	Total
44	Maint of Ex TS Install	3	1,200.00	3,600.00
55	Detector Loop TY I	950	14.00	13,300.00
			Total	16,900.00

### (3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

#### (4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Title . Estimator .

Date 5/23/12

Contact Person Arthur Merkelz

Phone 630/584-4490

Firm Name Triggi Construction, Inc.

Address POB 235, 1975 Powis Rd

City/State/Zip West Chicago, IL 60186-0235

The President

Date 5-23-2012

Contact Person . . . . .

Phone 219-662-8090

Firm Name Hawk Enterprises, Inc.

Address 1850 E. North St.

City/State/Zip Crown Point, IN 46307

E

WC .

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form reverts from IDOT 68E 2025 form.

### Economic Disclosure Statement

CCHD CN-2 (2/14/12)



**COOK COUNTY LETTER OF INTENT**  
(Section 2)

FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: State Street, 12-W5602-06-RP

From: Hawk Enterprises, Inc. (DBE Firm)

To: Triggi Construction, Inc. (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"); Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost	
44	Maint of Ex TS Install	3	\$ 3,600.00	100 %
55	Detector Loop TY I	950	\$ 13,300.00	100 %
			\$	%
Total: \$			16,900.00	100 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Johanna Plank (print

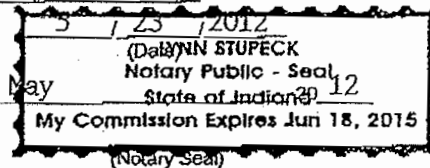
name) the President (title) and duly authorized representative of the Hawk Enterprises, INC (DBE

firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 16,900.00 which represents the above indicated total percentage 100 % for the contract amount \$

Johanna Plank, Inc.  
(Signature of affiant)

Subscribed and sworn to before me this 23rd day of

[Signature]  
(Notary's Signature)



Upon penalty of perjury, Giovanni Difruscolo (print name),

the President (title) and duly authorized

representative of Triggi Construction, Inc. (Bidder/Proposer firm), affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 16,900.00 which represents the above indicated total percentage 100 % for the contract amount \$

[Signature]  
(Signature of affiant)

05 / 23 / 12  
(Date)

Subscribed and sworn to before me this 23rd day of May, 2012

[Signature]  
(Notary's Signature)





COOK COUNTY DEPARTMENT OF HIGHWAYS

## DBE Utilization Plan

IDOT Subcontractor Registration Number 10211

Letting 05/23/12

### Participation Statement

Item No. Rt #W56/State St

Contract No. 12-23-187

(1) instructions

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form.. If additional space is needed complete an additional form for the firm.

(2) Work

[illegible]

### (3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

#### {4} Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Prime Contractor

Signature for DBE Firm

Title Arthur Merkelz, Estimator

TITLE SR. VICE PRESIDENT

Date 05/23/12

Date 05/23/12

Contact Person Arthur Merkelz

Contact Person : SUDHAKAR RAO DAPPALAPUDI

Phone 630/584-4490

**Phone 630/754-8700**

Firm Name Triggi Construction, Inc.

Firm Name Interra, Inc.

Address POB 235, 1975 Powis Rd

Address 600 Territorial Dr, Ste G

City/State/Zip West Chicago, IL 60186-0235

City/State/Zip Bolingbrook, IL 60440

E \_\_\_\_\_  
WC \_\_\_\_\_

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as outlined under Bids and Federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form derives from DOT BBE 2025 form.

### Economic Disclosure Statement

CCHO CN-2 (2/14/12)

**COOK COUNTY LETTER OF INTENT**  
(Section 2)

**FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

Contract Title & Number: Rt #W56/State St, 12-23-187  
 From: Interra, Inc. (DBE Firm)  
 To: Triggi Construction, Inc. (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"). Each service performed and for item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost
	see attached		\$ %
			\$ %
			\$ %
Total: \$			30,550.00 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

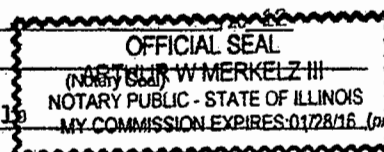
Upon Penalty of perjury, I SUDHAKAR RAO DOPPALAPUDI (print name) the SR. VICE PRESIDENT (title) and duly authorized representative of the Interra, Inc. (DBE

firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 30,550.00 which represents the above indicated total percentage \_\_\_\_\_ % for the contract amount \$ \_\_\_\_\_

[Signature] 05 / 23 / 12  
 (Signature of affiant) (Date)

Subscribed and sworn to before me this 23rd day of May

[Signature]  
 (Notary's Signature)



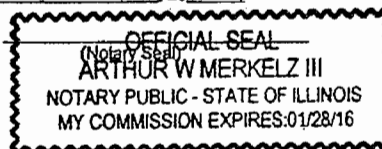
Upon penalty of perjury, Giovanni Difruscolo (print name), the President (title) and duly authorized

representative of Triggi Construction, Inc. (Bidder/Proposer firm), affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 30,550.00 which represents the above indicated total percentage \_\_\_\_\_ % for the contract amount \$ \_\_\_\_\_

[Signature] 05 / 23 / 12  
 (Signature of affiant) (Date)

Subscribed and sworn to before me this 23rd day of May

[Signature]  
 (Notary's Signature)



**COOK COUNTY HIGHWAY DEPT - STATE STREET / 12-W5602-06-RP**

**INTERRA, INC.**

	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
11	PCC PAVEMENT 10 *	SY	2,300.00	\$1.25	\$2,875.00
17	CL B PATCHES TYPE 1 10 *	SY	710.00	\$1.25	\$887.50
18	CL B PATCHES TYPE 2 10 *	SY	4,400.00	\$1.25	\$5,500.00
19	CL B PATCHES TYPE 3 10 *	SY	9,400.00	\$1.25	\$11,750.00
20	CL B PATCHES TYPE 4 10 *	SY	2,900.00	\$1.25	\$3,625.00
23	CURB AND GUTTER TYPE B6.24 *	FT	4,800.00	\$0.75	\$3,600.00
24	CURB AND GUTTER TYPE M2.12 *	FT	2,750.00	\$0.75	\$2,062.50
25	CONCRETE MEDIAN TYPE C-4 *	SF	1,000.00	\$0.25	\$250.00
	TOTAL				\$30,550.00
	* PARTIAL PAY ITEMS				
	INCIDENTAL QC PCC TESTING				



## COOK COUNTY DEPARTMENT OF HIGHWAYS

## DBE Utilization Plan

IDOT Subcontractor Registration Number 10209Letting May 23, 2012

## Participation Statement

Item No. Rt. #W56 / State St

## (1) Instructions

Contract No. 12-23-187

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

## (2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
13	Curb & Gutter Removal	7,550	\$1.50	\$11,325.00
16	Pavement Removal	2,300	\$4.98	\$11,454.00
17	CL B Patches Type 1 10	710	\$9.10	\$6,461.00
18	CL B Patches Type 2 10	4,400	\$7.71	\$33,924.00
19	CL B Patches Type 3 10	9,400	\$6.21	\$58,374.00
20	CL B Patches Type 4 10	2,900	\$5.81	\$16,849.00
	HMA Up To 12"	1,500	\$1.50	\$2,250.00
Total				\$140,637.00

## (3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount.

## (4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Prime Contractor

Signature for DBE Firm

Title EstimatorTitle PresidentDate 05/23/12Date May 23, 2012Contact Person Arthur MerkelzContact Person Karen Elin JohnsonPhone 630/584-4490Phone 847-966-6666Firm Name Triggi Construction, Inc.Firm Name Roughneck Concrete Drilling & SawingAddress POB 235, 1975 Powis RdAddress 8400 Lehigh AvenueCity/State/Zip West Chicago, IL 60186-0235City/State/Zip Norton Grove, IL 60053

E \_\_\_\_\_

WC \_\_\_\_\_

The Cook County Highway Department is providing disclosure of information that is necessary to accomplish the purposes as required under State and Federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form derives from IDOT SBE 2005 form.

Economic Disclosure Statement

CCHD CH-2 (2/14/12)

**COOK COUNTY LETTER OF INTENT**  
(Section 2)

**FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

Contract Title & Number: Cook County Highway Dept. State St. / 12-W5602-06-RP

From: Roughneck Concrete Drilling & Sawing Co. (DBE Firm)

To: Triggi Construction (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"). Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost	
13	Curb & Gutter Removal	7,550	\$ 11,325.00	%
16	Pavement Removal	2,300	\$ 11,454.00	%
17	CL B Patches Type 1 10	710	\$ 6,461.00	%
18	CL B Patches Type 2 10	4,400	33,924.00	
19	CL B Patches Type 3 10	9,400	\$58,374.00	
20	CL B Patches Type 4 10	2,900	\$16,849.00	
	HMA Up To 12"	1,500	\$ 2,250.00	
			<b>Total \$140,637.00</b>	%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a Binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Karen Elin Johnson (print)

name) the President (title) and duly authorized representative of the Roughneck Concrete Drilling & Sawing Co. (DBE

firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 140,637.00 which represents the above indicated total percentage        % for the contract amount \$ 140,637.00

Karen Elin Johnson 05 / 23 / 2012  
(Signature of affiant) (Date)

Subscribed and sworn to before me this 23rd day of May, 20 12

(Notary's Signature)

Upon penalty of perjury: Giovanni Difrusco (print name),

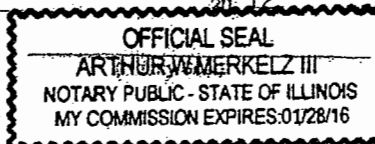
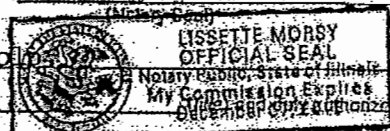
the President (title) and duly authorized representative of Triggi Construction, Inc. (Bidder/Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 140,637.00 which represents the above indicated total percentage        % for the contract amount \$       

Giovanni Difrusco 05 / 23 / 12  
(Signature of affiant) (Date)

Subscribed and sworn to before me this 23rd day of May, 20 12

(Notary's Signature)



**COOK COUNTY HIGHWAY DEPT - STATE STREET / 12-W5602-06-RP**  
**ROUGHNECK CONCRETE DRILLING AND SAWING COMPANY**

	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
7	CUTTING HMA SURFACE	FT	1,500.00	\$1.50	\$2,250.00
13	CURB AND GUTTER REMOVAL *	FT	7,550.00	\$1.50	\$11,325.00
16	PAVEMENT REMOVAL *	SY	2,300.00	\$4.98	\$11,454.00
17	CL B PATCHES TYPE 1 10 *	SY	710.00	\$9.10	\$6,461.00
18	CL B PATCHES TYPE 2 10 *	SY	4,400.00	\$7.71	\$33,924.00
19	CL B PATCHES TYPE 3 10 *	SY	9,400.00	\$6.21	\$58,374.00
20	CL B PATCHES TYPE 4 10 *	SY	2,900.00	\$5.81	\$16,849.00
	TOTAL				\$140,637.00
	* PARTIAL PAY ITEMS				
	INCIDENTAL SAWCUTTING				
	PATCH SAWING AT \$1.21 FT				
	CURB SAWING AT \$1.19 FT				
	CURB PLUNGE CUTS AT \$8.50 EA				



## COOK COUNTY DEPARTMENT OF HIGHWAYS

## DBE Utilization Plan

IDOT Subcontractor Registration Number

11577

Letting 5-23-12

Participation Statement

Item No. State St.

(1) Instructions

Contract No. 12-23-187

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
45	TCP	1	61,195.00	61,195.00
47	Pvt METAL POT 3 4"	12700	1.00	12,700.00
Total				73,895.00

(3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Prime Contractor

Signature for DBE Firm

Title Estimator

Title President

Date 5/23/12

Date 5-23-12

Contact Person Arthur Merkelz

Contact Person Pam Ackerman

Phone 630/584-4490

Phone 815-834-0429

Firm Name Triggi Construction, Inc.

Firm Name Work Zone Safety Inc.

Address POB 235, 1975 Powis Rd

Address 17051 Garland Rd.

City/State/Zip West Chicago, IL 60186-0235

City/State/Zip Crest Hill, IL 60043

E

WC

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as stated under State and Federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form derives from IDOT 502 2005 form.

Economic Disclosure Statement

CCHD CN-2 (2/14/12)



COOK COUNTY LETTER OF INTENT  
(Section 2)

FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: State Street, 12-23-187  
 From: Work Zone Safety, Inc. (DBE Firm)  
 To: Triggi Construction, Inc. (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"); Each service performed and for item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost	
45	TCP	1	\$ 61,195.00	%
47	Pvt METape T3 4"	12,700	\$ 12,700.00	%
			\$	%
				%
				%
				%
Total: \$			73,895.00	%

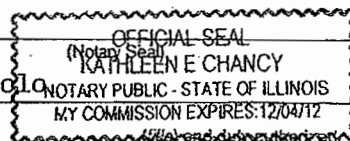
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Pam Ackerman (print name) the President (title) and duly authorized representative of the Work Zone Safety, Inc. (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 73,895.00 which represents the above indicated total percentage 5,23,12 % for the contract amount \$ 5,23,12

Pam Ackerman (Signature of affiant) 5,23,12 (Date)

Subscribed and sworn to before me this 23rd day of May, 2012

Kathleen E Chancy (Notary's Signature)



Upon penalty of perjury, Giovanni Difruscolo (print name),

the President representative of Triggi Construction, Inc. (Bidder/Proposer firm),

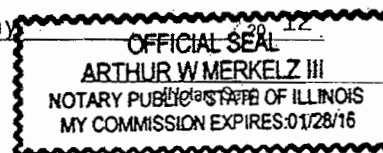
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 73,895.00 which represents the above indicated total percentage 5,23,12 % for the contract amount \$ 5,23,12

Giovanni Difruscolo (Signature of affiant)

05,23,12 (Date)

Subscribed and sworn to before me this 23rd day of May, 2012

Arthur W Merkelz III (Notary's Signature)





# Illinois Department of Transportation

Office of Business & Workforce Diversity  
2300 South Dirksen Parkway / Springfield, Illinois 62764

December 21, 2011

## CERTIFIED-RETURN RECEIPT REQUESTED

Johanna Plank  
Hawk Enterprises, Inc.  
dba Hawk Enterprises Inc. of Illinois  
1850 E. North St.  
Crown Point, IN 46307

Dear Johanna Plank:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved for a five (5) year period, commencing on **November 22, 2011**. To remain certified with the IL UCP during the five-year period, you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

SIGNING

ELECTRICAL

MISC: CONSTRUCTION STAKING

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at [www.dot.il.gov/ucp/ucpdirectorybyname.pdf](http://www.dot.il.gov/ucp/ucpdirectorybyname.pdf).

Hawk Enterprises, Inc.

dba Hawk Enterprises Inc. of Illinois

Page 2

December 21, 2011

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

**Please note:**

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,



Debra A. Clark, Manager  
Certification Section  
Bureau of Small Business Enterprises

Enclosure

**Hawk Enterprises, Inc.  
dba Hawk Enterprises Inc. of Illinois**

is hereby certified as a

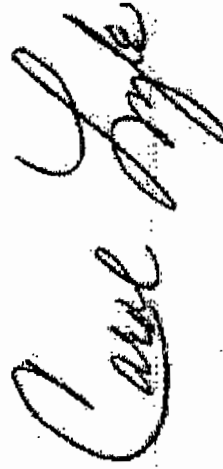
**Disadvantaged Business Enterprise**

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.



Ann L. Schneider  
Acting Secretary

Illinois Department of Transportation



Carol Lyle  
Bureau Chief

Bureau of Small Business Enterprises

Effective the 22<sup>nd</sup> day of November 2011



## Illinois Department of Transportation

Office of Small Business Services

2300 South Dirksen Parkway / Springfield, Illinois 62764

June 23, 2009

### CERTIFIED-RETURN RECEIPT REQUESTED

Sudhakar Rao Doppalapudi  
Great Lakes Soil &  
Environmental Consultants, Inc.  
600 Territorial Dr., Ste. G  
Bolingbrook, IL 60440

Dear Sudhakar Rao Doppalapudi:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved for a five (5) year period, commencing on **May 15, 2009**. To remain certified with the IL UCP during the five-year period, you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

- QA Aggregate/HMA/PCC
- Misc: Material Testing
- Urban Planning
- Bituminous Mix Designs

Great Lakes Soil &  
Environmental Consultants, Inc.  
Page 2  
June 23, 2009

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at [www.dot.il.gov/ucp/ucpdirectorybyname.pdf](http://www.dot.il.gov/ucp/ucpdirectorybyname.pdf).

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

**Please note:**

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,



Debra A. Clark, Manager  
Certification Section  
Bureau of Small Business Enterprises

Enclosure

## Illinois Unified Certification DBE Directory

04/19/2012

**Interra, Inc.**

848

SUDHAKAR RAO DOPPALAPUDI Phone: (630) 754-8700  
 800 Territorial Dr., Ste. G Fax: (630) 754-8705  
 Bolingbrook, IL 60440-5132 dsrao@greatlakesoil.com  
 1,2,3,4

Anniversary: 6/1/2014

Category: Professional, Architecture

## NAICS

324121-Asphalt Paving Mixture and Block Manufacturing;  
 541330-Engineering Services;  
 541380-Testing Laboratories

## Specialty

324121-BITUMINOUS MIX DESIGNS;  
 541330-QA AGGREGATE/HMA/PCC;  
 URBAN PLANNING;  
 541380-MISC: MATERIAL TESTING

**Interstate Sealant & Concrete, Inc.**

849

Cheryl A. Sment Phone: (262) 547-6316  
 S40 W24211 Rockwood Way Fax: (262) 547-6844  
 Waukesha, WI 53188 cament@interstatesealant.com  
 1,2,3,4,5,6,7,8,9

Anniversary: 6/1/2015

Category: Construction

## NAICS

237310-Highway, Street, &amp; Bridge Construction

## Specialty

237310-MISC: CLEAN/SEAL CRACKS &amp; JOINTS

**Interstate Steel Sales, Inc.**

850

Deborah A. Riccione Gaulin Phone: 716-651-5630  
 2813 Wehrle Dr. STE 4 Fax: 716-651-5634  
 Williamsville, NY 14221-7384 driccone@interstatesteelsales.com  
 District 1

Anniversary: 2/1/2016

Category: Supplier

## NAICS

423510 - METAL SERVICE CENTERS AND OTHER METAL  
 MERCHANT WHOLESALERS.

## Specialty

423510 -SUPPLIER OF STRUCTURAL STEEL, BEAMS, CHANNELS,  
 ANGLES, TUBING AND PLATES.

**Interunited Trucking Corp.**

851

Nicolas Ramirez Phone: (312) 671-8205  
 966 Solux Dr. Fax: (312) 276-4287  
 28839 Nagel Ct. alas@interunitedtrucking.com  
 Round Lake Heights, IL 60073 1,2

Anniversary: 12/1/2016

Category: Trucking

## NAICS

484220-Specialized Freight (except Used Goods) Trucking, Local

## Specialty

484220-TRUCKING

**Irma Robinson, Inc.**

852

Irma Robinson Phone: 312-787-1287  
 50 East Bellevue Pl - STE 002 Fax: 312-787-2082  
 Chicago, IL 60611-1167 irobinson@iri-cepco.com  
 District 1

Anniversary: 6/1/2013

Category: Professional, Architecture

## NAICS

541410 - INTERIOR DESIGN SERVICES;  
 541340 - DRAFTING SERVICES.

## Specialty

541410 -INTERIOR DESIGN AND SPACE PLANNING;  
 541340 -CAD DRAFTING.

**Iyka Enterprises Inc.**

853

Poonam Gupta-Krishnan Phone: 630-372-3900  
 3890 E. Main Street, Suite 200 Fax: 630-444-2166  
 St. Charles, IL 60174 poonam@iyka.com  
 District 1

Anniversary: 4/1/2017

Category: Professional

## NAICS

541511-CUSTOM COMPUTER PROGRAMMING SERVICES;  
 541512-COMPUTER SYSTEM DESIGN SERVICES

## Specialty

541511-COMPUTER SOFTWARE ANALYSIS AND DESIGN  
 SERVICES, CUSTOM541512-SOFTWARE CONSULTING SERVICES  
 OR CONSULTANTS

**CHICAGO TRANSIT AUTHORITY**

567 West Lake Street  
Chicago, Illinois 60661-1498 SEP 02 2011  
TEL 312 664-7200  
[www.transitchicago.com](http://www.transitchicago.com)

September 6, 2011

Karen Johnson  
Roughneck Concrete Drilling & Sawing Co.  
8400 Lehigh Avenue  
Morton Grove, IL 60053-2617

Dear Karen Johnson:

Your firm is currently certified as a Disadvantaged Business Enterprise (DBE) with the Illinois Unified Certification Program (IL UCP) for a period of five years, as provided under 49 CFR Part 26.83 (j). Agency records indicate your firm's certification anniversary renewal date is **October 31, 2013**. As a condition of continued certification for another five-year period, your firm must submit a No Change Affidavit to your host agency. This affidavit and supporting documentation must be completed online at [www.cta.dbesystem.com](http://www.cta.dbesystem.com) and submitted electronically or to the address below within **sixty (60) calendar days** of the date of this letter.

**Chicago Transit Authority  
Purchasing & Small Business Compliance Department  
567 W Lake Street, 4th Floor  
Chicago, IL 60661**

The affidavit specifically affirms that your firm meets small business size standards and is supported by documentation of your firm's size and gross receipts. Furthermore, if there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Failure to submit your affidavit within the specified time period will result in the removal of your DBE certification.

If you have any questions or need assistance, please call 312-681-2601.

Sincerely,

Enrique Orozco, Jr.  
Acting General Manager  
Purchasing & Small Business Compliance Department





## Illinois Department of Transportation

Office of Business & Workforce Diversity  
2300 South Dirksen Parkway / Springfield, Illinois 62764

June 25, 2011

### CERTIFIED-RETURN RECEIPT REQUESTED

Ms. Pam Ackerman  
Work Zone Safety, Inc.  
17051 Gaylord Rd.  
Crest Hill, IL 60403

Dear Ms. Ackerman:

This is written notification that the Illinois Department of Transportation's (IDOT) Bureau of Small Business Enterprises has revised your work categories. As of the date of this letter, your approved categories will be:

- Supplier: Materials: Traffic Control
- Pavement Marking: Paint
- Traffic Control

The IL UCP DBE Directory will reflect the revised categories. If you have any questions or require additional information, please contact this agency at (217) 782-5490.

Sincerely,

A handwritten signature in black ink, appearing to read 'Debra A. Clark'.

Debra A. Clark, Manager  
Certification Section  
Bureau of Small Business Enterprises



## Illinois Department of Transportation

Office of Business & Workforce Diversity  
2300 South Dirksen Parkway / Springfield, Illinois 62764

January 22, 2010

### CERTIFIED-RETURN RECEIPT REQUESTED

Pam Ackerman  
Work Zone Safety, Inc.  
P. O. Box 279  
Lockport, IL 60441

Dear Pam Ackerman:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved for a five (5) year period, commencing on **December 22, 2009**. To remain certified with the IL UCP during the five-year period, you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(i).

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

EQUIPMENT RENTAL  
SUPPLIER: MATERIALS: TRAFFIC CONTROL  
PAVEMENT MARKING: PAINT

Work Zone Safety, Inc.  
Page 2  
January 22, 2010

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at [www.dot.il.gov/ucp/ucpdirectorybyname.pdf](http://www.dot.il.gov/ucp/ucpdirectorybyname.pdf).

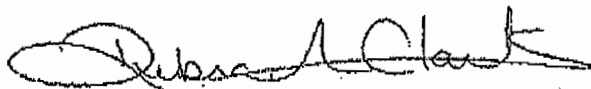
Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

**Please note:**

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities ~~or has~~ violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,



Debra A. Clark, Manager  
Certification Section  
Bureau of Small Business Enterprises

Enclosure

## CORP/LLC - File Detail Report

Page 1 of 1

WWW.CYBERDRIVEILLINOIS.COM

**JESSE WHITE**  
 SECRETARY OF STATE



## CORPORATION FILE DETAIL REPORT

Entity Name	INTERRA, INC.	File Number	58776459
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03/25/1998	State	ILLINOIS
Agent Name	CYNTHIA A MANESTAR	Agent Change Date	12/17/2007
Agent Street Address	7220 W 194TH ST #106	President Name & Address	SANJEEV BANDI 600 TERRITORIAL DR #G BOLINGBROOK, IL 60440
Agent City	TINLEY PARK	Secretary Name & Address	SANJEEV BANDI SAME
Agent Zip	60487	Duration Date	PERPETUAL
Annual Report Filing Date	02/24/2012	For Year	2012
Old Corp Name	03/16/2012 - GREAT LAKES SOIL & ENVIRONMENTAL CONSULTANTS INC.		

[Return to the Search Screen](#)

**Purchase Certificate of Good Standing**  
 (One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

IDOT Web-site.

## UCP Architecture

05/21/2012

**Hydro-Thermo-Power, Inc.**

66

Raissa B. Fridman

Phone: 312-841-8164

Anniversary: 2/1/2017

225 N. Michigan Ave. - STE 2308

Fax: 312-841-8165

Chicago, IL 60601-7424

raissa\_fridman@htplnc.net

Category

Architecture

District 1

## NAICS

## Specialty

541330 - ENGINEERING SERVICES;

541330 -ENGINEERING: MECHANICAL, ELECTRICAL, PLUMBING,  
FACILITY, FIRE PROTECTION CONSULTING, CONSTRUCTION  
INSPECTION.**Intelligent Design & Construction Solutions, LLC**

67

Geraldine Ryan

Phone: 708-445-7537

Anniversary: 11/1/2016

200 W. Adams St., Ste. 1825

Fax: 708-445-7538

Chicago, IL 60608

gerry.r@ids-lc.com

Category

Architecture

1

## NAICS

## Specialty

541330-Engineering Services

541330-ELECTRICAL ENGINEERING

**Interactive Design, Inc.**

68

Dina Griffin-Poynton

Phone: 312-482-8866

Anniversary: 10/1/2013

308 W. Erie St., Ste 608

Fax: 312-482-8804

Chicago, IL 60654-0000

dgriffin@idsa8.com

Category

Architecture

## NAICS

## Specialty

541310-Architectural Services;

541430-Graphic Design Services;

541611-Management Consulting Services

Architect Services, Professional;  
Buildings - Architectural Design;  
Graphic Design - Architectural;  
Architectural Consulting**Interra, Inc.**

69

Sudhakar Rao Doppalapudi

Phone: 630-754-8700

Anniversary: 8/1/2014

600 Territorial Dr., Ste. G

Fax: 630-754-8705

Bolingbrook, IL 60440-5132

dsrao@greatlakesoil.com

Category

Architecture

1,2,3,4

## NAICS

## Specialty

324121-Asphalt Paving Mixture and Block Manufacturing;

541330-Engineering Services;

541380-Testing Laboratories

324121-BITUMINOUS MIX DESIGNS;  
541330-QA AGGREGATE/HMA/PCC;  
URBAN PLANNING;  
541380-MISC. MATERIAL TESTING**Irma Robinson, Inc.**

70

Irma Robinson

Phone: 312-787-1287

Anniversary: 8/1/2013

50 East Bellevue Pl - STE 902

Fax: 312-787-2982

Chicago, IL 60611-1167

irobinson@irt-cepco.com

Category

Architecture

District 1

## NAICS

## Specialty

541410 - INTERIOR DESIGN SERVICES;

541340 - DRAFTING SERVICES.

541410 -INTERIOR DESIGN AND SPACE PLANNING;  
541340 -GAD DRAFTING.**Jackson Harlan, LLC**

71

Joan Jackson

Phone: 312-627-1015

Anniversary: 8/1/2013

651 W. Washington Blvd. - STE 208

Fax: 312-627-1080

Chicago, IL 60661-2122

jjackson@jacksonharlan.com

Category

Architecture

District 1

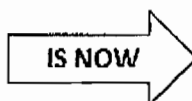
## NAICS

## Specialty

541310 - ARCHITECTURAL SERVICES;

541410 - INTERIOR DESIGN SERVICES.

541310 -ARCHITECTURAL SERVICES;  
541410 -INTERIOR DESIGN SERVICES



## FAQ - Name Change

### Have you been acquired or did you merge with someone?

No. The management of the firm has not changed, only the name has changed.

### Why did you change your name?

We have been providing services under the name of Great Lakes Soil & Environmental Consultants, Inc for the past 16+ years in the Chicago Region. Over the past few years we have been fortunate to expand our service area into other parts of the country. Our name change to Interra, Inc. gives us a national presence and opportunities. You will still be interacting with the same individuals and our commitment for service will continue as usual.

### How will this impact me?

Daily interactions and processes will not change. You will be dealing with the same contacts you know and trust. The difference is that as Interra, we are now able to offer a broader range of services and professional expertise around the country under one common umbrella.

### Any changes to office addresses and phone numbers?

No. Our name change does not affect office locations and phone numbers. Currently, we have offices in Illinois, Wisconsin, Michigan, Louisiana and Florida.

### Any changes to employee e-mail addresses?

Yes, all of our employees have new e-mail addresses. The format for the new address is the same as the previous one except for the URL. Old e-mail addresses will continue to work till the end of this year. We encourage you to use the new emails.

For example - If the previous email was [jdoe@greatlakesoil.com](mailto:jdoe@greatlakesoil.com) the new email would be [jdoe@interra.co](mailto:jdoe@interra.co) (Please note that URL is a ".co" not ".com")

### What's the new website?

Our new website is [www.interra.co](http://www.interra.co) Please note that URL is a ".co" not ".com". We are currently working on a new look for our website and we hope to have it for you soon.

### Payments to the submitted invoices?

Checks should be made payable to Interra, Inc. In addition, please forward this information to Accounts Payable departments to update the records. Our employer Federal ID Number remains the same.

### I have more questions

Please feel free to call anyone of the Project Managers you work with to get more information.

## Illinois Unified Certification DBE Directory

05/21/2012

**Ross Barney Architects, Inc.**

1499

Carol Ross Barney  
10 W. Hubbard St. 4th Floor  
Chicago, IL 60654-4638

Phone: 312-832-0600  
Fax: 312-832-0601  
reh@r-barc.com

Anniversary: 8/31/2016

Category: Professional, Architecture, Miscellaneous

## NAICS

541310-Architectural Services;  
541320-Landscape Architectural Services;  
541340-Drafting Services;  
541350-Building Inspection Services;  
541410-Interior Design Services;  
541490-Other Specialized Design Services

## Specialty

Interior Design Services;  
Urban Planning Services;  
Historical Sites

**Ross Transport Inc.**

1500

Altawn Ross  
9324 S. Jeffery St.  
Chicago, IL 60607

Phone: 773-256-7444  
Fax:  
twanross@gmail.com  
1,2,3

Anniversary: 9/1/2016

Category: Trucking

## NAICS

484220-Specialized Freight (except Used Goods) Trucking, Local

## Specialty

484220-TRUCKING

**Roughneck Concrete Drilling & Sawing Co.**

1501

Karen Johnson  
8400 Lehigh Avenue  
Morton Grove, IL 60053-2617

Phone: 847-966-6666  
Fax: 847-966-6577  
karen@roughneck1.com  
District 1, 2, 3, 4, 5, 6, 7, 8, 9

Anniversary: 10/31/2013

Category: Construction

## NAICS

238910-Site Preparation Contractors

## Specialty

238910-CONCRETE CORE DRILLING;  
SLAB/WIRE/WALL SAWING AND GROUND PENETRATING RADAR  
SERVICES

**Rowan International LLC**

1502

Jerome P Rowan  
10615 Burnham Court  
Naperville, IL 60564-0000

Phone: 630-717-9239  
Fax: 630-717-9830

Anniversary: 3/1/2013

Category: Professional

## NAICS

541611-Management Consulting Services

## Specialty

Administrative Management;  
General Management Consulting Services;  
Office Administrative Services

**Roxmoore**

1503

Howard Moore  
1835 Dixie Highway  
17613 Baker Ave Country Club  
Hills, IL 60478  
Flossmoor, IL 60422-1974

Phone: 708-798-3145  
Fax: 708-239-0960  
howard@roxmoore.com

Anniversary: 6/30/2014

Category: Professional, Miscellaneous

## NAICS

541512-Computer Systems Design and Related Services;  
811212-Electronic and Precision Equipment Repair and Maintenance

## Specialty

NETWORK DESIGN;  
COMPUTER REPAIR;  
HARDWARE AND SOFTWARE CONSULTING SERVICES

**Roy D. McQueen & Associates, Ltd.**

1504

Peter C. K. Yip  
22863 Bryant Ct., Ste. 101  
Sterling, VA 20166

Phone: 703-709-2540  
Fax: 703-709-2535  
pckyip@rdmcqueen.com  
1,2,3,4,5,6,7,8,9

Anniversary: 4/1/2015

Category: Professional

## NAICS

541511-Custom Computer Programming Services;  
541710-Research and Development in the Physical, Engineering

## Specialty

541511-COMPUTER SYSTEM SOFTWARE DEVELOPMENT;  
541710-RESEARCH

**PETITION FOR WAIVER OF DBE PARTICIPATION**  
**(SECTION 3)**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

☐

FULL DBE WAIVER

☐

FULL DBE WAIVER

☐

REDUCTION (PARTIAL DBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for DBE Participation

\_\_\_\_\_ % of Reduction for DBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. All supporting documentations shall be submitted with bid/proposal/quotation.**

☐

1) Lack of sufficient qualified DBE capable of providing the goods or services required by the contract **(please explain)**

☐

2) The specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize DBE in accordance with the applicable participation **(please explain)**

☐

3) Price quoted by potential DBE are above competitive levels and increase cost of doing business and would make acceptance of such DBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such DBE bid **(please explain)**

☐

4) There are other relevant factors making it impossible or economically infeasible to utilize and/or DBE firms **(please explain)**



**C. GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. All supporting documentation shall be submitted with bid/proposal/quotation.**

- ☐ 1) Made timely written solicitation to identified DBE for utilization of goods and/or services; and provided DBE with a timely opportunity to review and obtain relevant specifications, terms and conditions of the bid to enable DBE to prepare an informed response to solicitation **(please attach)**
- ☐ 2) Followed up initial solicitation of DBE to determine if firms are interested in doing business **(please attach)**
- ☐ 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for DBE for supply of goods and services **(please attach)**
- ☐ 4) Use the services and assistance of the Contract Administrator **(please explain)**
- ☐ 5) Engaged DBE for indirect participation **(please explain)**

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with DBE participation.

### DBE GOOD FAITH EFFORTS CHECKLIST

**This Checklist must be submitted with the Bid if the Project Specific DBE Goal was not fully achieved. Attach the Log of Contacts and additional sheets as necessary and other documentation to support Good Faith Efforts. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.**

#### CHECKED BY BIDDER IF COMPLETED

- \_\_\_\_\_ Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  
- \_\_\_\_\_ Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
  
- \_\_\_\_\_ Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  
- \_\_\_\_\_ a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  
- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
  
- \_\_\_\_\_ Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  
- \_\_\_\_\_ Made efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
  
- \_\_\_\_\_ Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  
- \_\_\_\_\_ Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

**Good Faith Efforts Contacts Log for Soliciting  
DBE Subcontractor or Supplier Participation  
(Please duplicate as needed)**

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with which the Vendor reached an agreement to participate on this project, as shown on the DBE Utilization Plan.)

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contract: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contract: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contract: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

**CONTRACTOR CERTIFICATIONS**  
**(SECTION 4)**

The following certifications are made pursuant to state law and the code. The undersigned is cautioned to carefully read these certifications prior to signing the signature page. Signing the signature page shall constitute a warranty by the undersigned that all the statements, certifications and information set forth within these certifications are true, complete and correct as of the date the signature page is signed. The undersigned is notified that if the county learns that any of the following certifications were falsely made, that any contract entered into with the undersigned shall be subject to termination.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for - profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES**  
**(SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
none	
_____	_____
_____	_____
_____	_____

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: \_\_\_\_\_ No:   X  

b) If yes, list business addresses (es) within Cook County:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes:   X   No: \_\_\_\_\_

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

  X   Applicant has no "Substantial Owner."

OR

\_\_\_\_\_ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) \_\_\_\_\_ The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL  
 INDEX NUMBERS)

OR:

b) ☒ The Undersigned owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

none

\_\_\_\_\_  
 \_\_\_\_\_  
 If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT (Section 5)

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

### Identifying Information:

Name Triggi Construction, Inc. D/B/A: EIN NO.: 36-3168295

Street Address: 1975 Powis Road

City: West Chicago State: IL Zip Code: 60185

Phone No.: 630/584-4490

### Form of Legal Entity:

- |   |                                      |   |  |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Sole Proprietor        | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Trustee of Land Trust |
| <input type="checkbox"/> Business Trust         | <input type="checkbox"/> Estate      | <input type="checkbox"/> Association            | <input type="checkbox"/> Joint Venture         |
| <input type="checkbox"/> Other (describe) _____ |                                      |   |  |



**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Giovanni Difruscolo	5N671 Chambellan Lane, Wayne, IL 60184	50%
Lucrezia Difruscolo	208 Independence Lane, Bloomingdale, IL	50%
		60108

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
President/	Giovanni Difruscolo	Wayne, IL
Treasurer		
Secretary	Lucrezia Difruscolo	Bloomingdale, IL

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☒ No

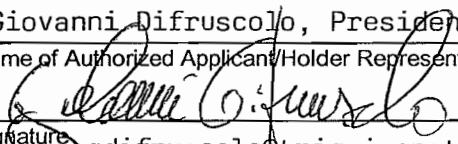
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Giovanni Difruscolo, President	President
Name of Authorized Applicant/Holder Representative (please print or type)	Title
	5/23/12
Signature	Date
gdifruscolo@triggiconstruction.com	630/584-4490
or mdesario@triggiconstruction.com	Phone Number
E-mail address	

Subscribed to and sworn before me  
this 23rd day of May, 2012

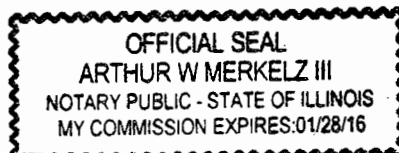
My commission expires:

X

Notary Public Signature

01/28/16

Notary Seal



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## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

*Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

[http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

*"Calendar year"* means January 1 to December 31 of each year.

*"Doing business"* for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

*"Familial relationship"* means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

*"Person"* means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

### SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person\* doing business\** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships\** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employer: \_\_\_\_\_ Title: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Entity Address: \_\_\_\_\_

\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County **and** any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employer Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

X \_\_\_\_\_ There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

 \_\_\_\_\_ 5/23/12  
 Owner/Employer's Signature Date

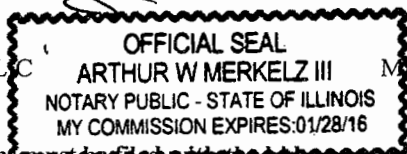
Giovanni Difruscolo, President

Subscribe and sworn before me this 23rd Day of May, 2012

a Notary Public in and for DeKalb County

  
 (Signature)

NOTARY PUBLIC  
SEAL



My Commission expires 01/28/16

Completed forms must be filed with the bid.

**CONTRACTOR'S**  
**CERTIFICATION CONCERNING LABOR STANDARDS**  
**AND**  
**PREVAILING WAGE REQUIREMENTS**  
**(SECTION 6)**

**To Contractor:**

Date: 5/23/12  
Project Number: 12-23-187  
Project Name RT #W56/State St-26th St to Joe Orr Rd  
Section #12-W5602-06-RP

1. If awarded the contract with the County of Cook for the construction of the above identified project, the undersigned agrees that:
  - (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
  - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility.
2. He certifies that:
  - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
  - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
4. He certifies that:
  - (a) The legal name and the business address of the undersigned are: Triggi Construction, Inc.  
1975 Powis Road  
POB 235  
West Chicago, IL 60186-0235
  - (b) The undersigned is (check one):

☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other Organization (Describe)
  - (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Giovanni Difruscolo	President/Treasurer	5N671 Chambellan Lane, Wayne, IL 60184
Lucrezia Difruscolo	Secretary	208 Independence Lane, Bloomingdale, IL 60108

- (d) The name and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
------	---------	--------------------

n/a		

- (e) The names and addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest is (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
------	---------	----------------------

n/a		

DATE 5/23/12

Triggi Construction, Inc.  
CONTRACTOR

X   
SIGNATURE

**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

**(Section 6)**

**To Contractor:**

Date:

Project Number:

Project Name

1. The undersigned, if awarded a contract with TR1661  
(Contractor)  
CONSTRUCTION for \_\_\_\_\_  
(Nature of Work)  
\_\_\_\_\_ in the amount of \$ \_\_\_\_\_ in the construction of the above-identified project,  
certifies that:
- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on \_\_\_\_\_  
(Date)
4. He certifies that:
- (a) The legal name and the business address of the undersigned are:
- (b) The undersigned is (check one):  
\_\_\_\_ Sole Proprietorship  
\_\_\_\_ Partnership  
☒ Corporation  
\_\_\_\_ Other Organization (Describe)
- (c) The name and address of the owner, partners or officers of the undersigned are:
- A-K UNDERGROUND,**  
8119 Nottingham Rd.  
Tinley Park, IL 60477-8251

**A-K UNDERGROUND, INC.**  
8119 Nottingham Rd.  
Tinley Park, IL 60477-8257

NAME	TITLE	ADDRESS
KAREN	KULIG	PRESIDENT
AL	KULIG	V. PRESIDENT
		SAMR AP.

DATE \_\_\_\_\_

SUBCONTRACTOR

X [Signature]  
SIGNATURE

# **SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

(Section 6)

**To Contractor:**

Date: MAY 23, 2012  
Project Number: 12-W5602-06-RP  
Project Name: STATE ST - 26TH ST. TO JOE ORR

1. The undersigned, if awarded a contract with GALLAGHER ASPHALT  
(Contractor)  
for ASPHALT PAVING  
(Nature of Work)  
in the amount of \$ 133,750.00 in the construction of the above-identified project, certifies that:
  - (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
  - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
  - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on AS NEEDED  
(Date)
4. He certifies that:
  - (a) The legal name and the business address of the undersigned are:
  - (b) The undersigned is (check one):
    - ☐ Sole Proprietorship
    - ☐ Partnership
    - ☒ Corporation
    - ☐ Other Organization (Describe)
  - (c) The name and address of the owner, partners or officers of the undersigned are:

**Gallagher Asphalt Corporation**  
18100 S. Indiana Avenue  
Thornton, IL 60476-1299  
Phone: 708-877-7160  
www.gallagherasphalt.com

NAME	TITLE	ADDRESS
CHARLIE GALLAGHER	PRESIDENT	3550 WILLIAMS LN, CRETE, IL 60417
DANIEL GALLAGHER	VICE PRESIDENT	1464 OLIVE RD HOMERIDGE, IL 60430
PATRICK GALLAGHER	TREASURER	1211 S. PRAIRIE AVE, CHICAGO, IL 60605

DATE 5/23/12

SUBCONTRACTOR

X [Signature]  
SIGNATURE

05/08/2012 11:40

6305840271

TRIGGI

PAGE 03/03

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**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**  
(Section 6)

**To Contractor:**

Date: 5/21/12  
Project Number: 12-WS602-06-RP  
Project Name: STATE STREET

1. The undersigned, if awarded a contract with TRIGGI CONSTRUCTION, INC.  
(Contractor)  
for concrete sawing + joint sealing  
(Nature of Work)  
in the amount of \$ \_\_\_\_\_ in the construction of the above-identified project,  
certifies that:
  - (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
  - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
  - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on \_\_\_\_\_  
(Date)
4. He certifies that:

- (a) The legal name and the business address of the undersigned are: Hard Rock Concrete Curries, Inc.  
601 Chaddick Drive  
Wheeling, IL 60090
- (b) The undersigned is (check one):
  - ☐ Sole Proprietorship
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Other Organization (Describe)

- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
------	-------	---------

<u>James M. Dvoratchek</u>	<u>President</u>	<u>415 E. Marshall St. Arlington Hts, IL 60004</u>
----------------------------	------------------	--

DATE 5/21/12

SUBCONTRACTOR

X [Signature]  
SIGNATURE



**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**  
(Section 6)

**To Contractor:**

Date: 5-23-2012  
Project Number: 12-W5602-06-RP  
Project Name State Street

1. The undersigned, if awarded a contract with \_\_\_\_\_  
\_\_\_\_\_ (Contractor)  
\_\_\_\_\_ for Electrical Work  
\_\_\_\_\_ Nature of Work)  
\_\_\_\_\_ in the amount of \$ 16,900.00 in the construction of the above-identified project,  
certifies that:
- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on TBD  
(Date)
4. He certifies that:

- (a) The legal name and the business address of the undersigned are: Hawk Enterprises, Inc.  
1850 E North St  
Crown Point, IN 46307
- (b) The undersigned is (check one):  
\_\_\_\_ Sole Proprietorship  
\_\_\_\_ Partnership  
X Corporation  
\_\_\_\_ Other Organization (Describe)
- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Johanna Plank, President, 3200 E. 145th Ave. Crown Point, IN 46307</u>		

DATE 5-23-2012

SUBCONTRACTOR

SIGNATURE

**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**  
(Section 6)

**To Contractor:**

Date: 05/23/12  
Project Number: 12-23-187  
Project Name: Rt #W56/State St

1. The undersigned, if awarded a contract with Triggi Construction, Inc.  
(Contractor)  
for pavt marking  
(Nature of Work)  
in the amount of \$ \_\_\_\_\_ in the construction of the above-identified project,  
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on PER CONTRACT  
(Date)
4. He certifies that:

- (a) The legal name and the business address of the undersigned are: MAINTENANCE COATINGS CO.  
543 WOODBURY ST.  
SOUTH ELGIN IL. 60177
- (b) The undersigned is (check one):  
\_\_\_\_ Sole Proprietorship  
\_\_\_\_ Partnership  
☒ Corporation  
\_\_\_\_ Other Organization (Describe)
- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
JULIE WRIGHTSMAN	PRESIDENT	2001 TAHOE PKWY ALGONQUIN IL 60102

MARK SCHULDT	SECRETARY	531 S. 13TH AVE ST CHARLES IL 60174
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JEFF SCHULDT	VICE PRESIDENT	104 N. EMERSON ST MT PROSPECT IL 60056
--------------	----------------	--

DATE 05/23/12

SUBCONTRACTOR Maintenance Coatings Co.

X [Signature]  
SIGNATURE

**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**  
(Section 6)

**To Contractor:**

Date: 5/23/2012

Project Number: 12-23-187 / 12-W-5602-06-RP

Project Name State St

1. The undersigned, if awarded a contract with \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_ for Guardrail  
\_\_\_\_\_ Nature of Work)  
\_\_\_\_\_ in the amount of \$ \_\_\_\_\_ in the construction of the above-identified project,  
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on Per Schedule  
(Date)
4. He certifies that:

- (a) The legal name and the business address of the undersigned are: Midwest Fence Corporation  
900 N. Kedzie Ave.
- (b) The undersigned is (check one): Chicago, IL 60651

☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other Organization (Describe):

- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Timothy M. Bell</u>	<u>Pres.</u>	<u>900 N. Kedzie Ave. Chicago, IL</u>
<u>Everett J. Bell</u>	<u>Scty.</u>	<u>900 N. Kedzie Ave. Chicago, IL</u>

DATE 5/23/2012

SUBCONTRACTOR

X Mark Bee  
SIGNATURE

**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**  
(Section 6)

**To Contractor:**Date: May 23, 2012

Project Number: \_\_\_\_\_

Project Name State St., 26th St. to Joe Orr Rd.

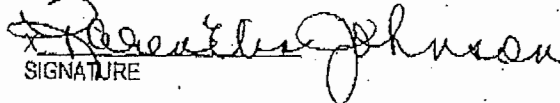
1. The undersigned, if awarded a contract with Triggi Construction  
(Contractor)  
for concrete cutting  
(Nature of Work)  
in the amount of \$ 136,093.79 in the construction of the above-identified project,  
certifies that:
- (a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an Ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on TBD  
(Date)
4. He certifies that:
- (a) The legal name and the business address of the undersigned are: Roughneck Concrete Drilling + Sawing Co.  
8400 Lehigh Ave  
Morton Grove, IL 60053-2617
- (b) The undersigned is (check one):  
☐ Sole Proprietorship  
☐ Partnership  
☒ Corporation  
☐ Other Organization (Describe)
- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Karen Elin Johnson</u>	<u>President</u>	<u>8400 Lehigh Ave. Morton Grove, IL 60053</u>

DATE May 23, 2012

SUBCONTRACTOR

SIGNATURE



**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**  
(Section 6)

To Contractor:

Date: 5-23-12  
Project Number: \_\_\_\_\_  
Project Name: State Street

1. The undersigned, if awarded a contract with \_\_\_\_\_  
\_\_\_\_\_ for (Contractor) traffic control  
\_\_\_\_\_ Nature of Work)  
\_\_\_\_\_ in the amount of \$ 73,895.00 in the construction of the above-identified project,  
certifies that:

(a) The Labor Standards provisions of the Contract for Construction will be included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]

(c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.

3. The workmen will report for duty on TBD  
(Date)

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

Work Zone Safety, Inc.  
17051 Gaylord Rd.  
Crest Hill, IL 60403

(b) The undersigned is (check one):

- \_\_\_\_ Sole Proprietorship  
\_\_\_\_ Partnership  
☒ Corporation  
\_\_\_\_ Other Organization (Describe)

(c) The name and address of the owner, partners or officers of the undersigned are:

NAME TITLE ADDRESS

Pam Ackerman President  
17051 Gaylord Rd. Crest Hill, IL 60403

DATE 5-23-12

SUBCONTRACTOR

x Pam Ackerman  
SIGNATURE

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Cook County Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
 Notary Public Signature

\_\_\_\_\_  
 Notary Seal

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**  
**(SECTION 7)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Cook County Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:**

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_  
 Notary Public Signature

\_\_\_\_\_  
 Notary Seal

\* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

**SIGNATURE BY A CORPORATION**  
**(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Cook County Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Triggi Construction, Inc.

BUSINESS ADDRESS: POB 235, 1975 Powis Road, West Chicago, IL 60186-0235

BUSINESS TELEPHONE: 630/584-4490 FAX NUMBER: 630/584-0271

CONTACT PERSON: Arthur Merkelz (amerkelz@triggiconstruction.com)

FEIN: 36-3168295 \*IL CORPORATE FILE NUMBER: D 5266-813-1

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Giovanni Difruscolo VICE PRESIDENT: \_\_\_\_\_

SECRETARY: Lucrezia Difruscolo TREASURER: Giovanni Difruscolo

\*\*SIGNATURE OF PRESIDENT: *Giovanni Difruscolo*

ATTEST: *Lucrezia Difruscolo* (CORPORATE SECRETARY)

Subscribed and sworn to before me this

23rd day of May, 20 12

X

*Arthur W Merkelz III*

Notary Public Signature

My commission expires:

01/28/16



\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.



**COOK COUNTY SIGNATURE PAGE  
(SECTION 9)**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE  
STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 10<sup>th</sup> DAY OF JULY, 2012.

**IN THE CASE OF A BID**, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT  
NUMBER 12-23-187.

**OR**

ITEM(S), SECTION(S), PART(S): STATE STREET – 26<sup>th</sup> Street to Joe Orr Road. Section: 12-  
W5602-06-RP.

TOTAL AMOUNT OF CONTRACT: \$2,363,584.70

(DOLLARS AND CENTS)

FUND CHARGEABLE: 600-600

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

**SURETY'S STATEMENT**  
**of**  
**QUALIFICATION FOR BONDING**  
 (Section 10)

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that: International Fidelity Insurance Company  
 (SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount

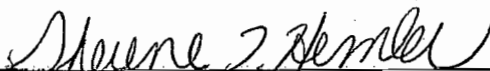
of the bid/contract: 12-W5602-06-RP  
 (NUMBER)

to: Triggi Construction, Inc.  
 (BIDDER)

The penalty of this bond is to be \$ 100% of the Contract Amount  
 (TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY International Fidelity Insurance Company  
 (SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

  
 (ATTORNEY-IN-FACT) Sherene L. Hemler

A- VII 11592  
 AMB # NAIC

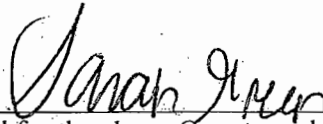
SEAL

*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this **23rd day of May, 2012**, before me personally appeared **Sherene L. Hemler**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact of International Fidelity Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State

My Commission Expires: 04/17/16



# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CAROL A. DOUGHERTY, SARAH GREEN, J.S. POHL, ROBERT E. KAPPUS, JAMES L. SULKOWSKI,  
ROBERT B. SCHUTZ, SHERENE L. HEMLER, STEPHEN L. WEBSTER

Palatine, IL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

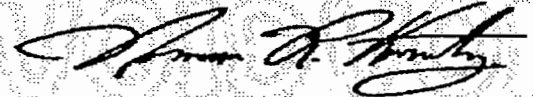
Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

  
Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

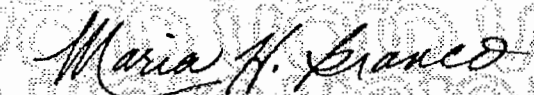


A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March, 27, 2014

## CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 23rd day of May, 2012.

  
Assistant Secretary

Bond# 0567082

**PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK**Know All Men by These Presents, That we, Triggi Construction, Inc.as principle, and International Fidelity Insurance CompanyOne Newark Center, 20th Fl, Newark, NJ 07102

, as surety, are

held and firmly bound unto The County of Cook in the penal sum of Two Million Three Hundred Sixty Three Thousand Five Hundred Eighty Four and 70/100---Dollars (\$ 2,363,584.70 ), lawful money of the United States of America, for the payment of which sum of money well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly, by these presents.

Signed, sealed, and delivered this 10th day of July A.D. 20 12

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounded principle entered into a certain contract with The County of Cook, bearing date the day of July 10, 2012 ~~AWARD OF CONTRACT~~ for STATE STREET - 26<sup>th</sup> Street to Joe Orr Road, Route W56, Section 12-W5602-06-RP in Bloom Township; Cook County Contract No. 12-23-187.

The terms and conditions of the Illinois Public Construction Bond Act, 30 ILCS 550 *et seq.* are hereby incorporated by reference.

It is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered in favor of any person not a party to said contract against The County of Cook in any suit arising out of said contract or its performance, when reasonable notice of the pendency of such suit shall have been given to said principle and to said surety, shall be conclusive against said principle and said surety as to both liability and amount.

In Witness Whereof, said parties hereto have caused this bond to be executed and delivered at Chicago, Illinois, all on the day and year first above written.

Triggi Construction, Inc.

PRINCIPAL/CONTRACTOR

SEAL

By Giovanni Di Francesco, PresidentLucrezia Di Francesco, SecretaryInternational Fidelity Insurance Company

SURETY

SEAL

By Carol A. Dougherty  
SURETY/ATTORNEY-IN-FACT Carol A. Dougherty  
(ATTACH POWER OF ATTORNEY)

A- VII

11592

AMB#

NAIC#

Approved as to form:

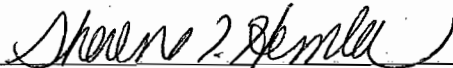
By Patricia M. Miller  
ASSISTANT STATES ATTORNEY  
PW5.18

*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this **10th day of July, 2012**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact of International Fidelity Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

  
\_\_\_\_\_  
Notary Public in and for the above County and State

My Commission Expires: **03/29/14**





# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint:

CAROL A. DOUGHERTY, SARAH GREEN, J.S. POHL, ROBERT E. KAPPUS, JAMES L. SULKOWSKI,  
ROBERT B. SCHUTZ, SHERENE L. HEMLER, STEPHEN L. WEBSTER

Palatine, IL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

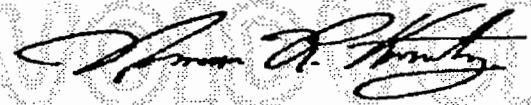
Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

  
Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey, the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March, 27, 2014

## CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10<sup>th</sup> day of July, 2012.

  
Assistant Secretary

**CONTRACT  
(SECTION 10)**

This AGREEMENT made and entered into this **10th day of July A.D., 2012** by and between The County of Cook, party of the first part and hereinafter called County, and **Triggi Construction, Inc.**, party of the second part and hereinafter called Contractor.

WITNESSETH:

That for and in consideration of the payments to be made by the said County as hereinafter provided, the said Contractor hereby covenants and agrees with the said County to do all the work and furnish all the labor, materials, machinery, apparatus, implements, tools, and other things necessary for the improvement of a section of the public highway known as **State Street – 26<sup>th</sup> Street to Joe Orr Road**. In the Township of **Bloom**, County of Cook, and State of Illinois, said section known or to be known as Section: **12-W5602-06-RP** Route **W56** at his own cost and expense, free from all liens, claims, and charges whatsoever, and in a good substantial, thorough and workmanlike manner, and in strict and full accordance, conformity and compliance with all the terms and conditions of this contract and the requirements under it of the County Superintendent of Highways of Cook County, Illinois, and under the direction and to the satisfaction of the said County Superintendent of Highways.

It is expressly understood and agreed by and between said County and said Contractor that the Bid hereto attached and Notice to Contractors, Specifications, Plans, Maps, Blue Prints, and Drawings, on file in the Office of the County Superintendent of Highways of Cook County, Illinois, and in the office of the Department of Transportation, Springfield, Illinois, copies of which are hereto attached, hereby are included in and made a part of this contract.

The Contractor shall not begin construction operations until the contract has been approved by the Board of Cook County Commissioners and fully executed by the County. Subsequent to contract execution, the Contractor will be notified by a notice-to-proceed letter from the County Superintendent of Highways of the County of Cook to commence operations on a specified date. The undersigned agrees to start construction operations on the date so specified and to complete the proposed improvement in full compliance with the contract on or before **November 30, 2012**.

The County Superintendent of Highways shall at the end of each month make an estimate in writing, such as in his opinion shall be just and fair, of the amount of materials furnished, delivered, properly set in place and incorporated into the herein described improvement, and the amount of work properly done by said Contractor in the performance of the work hereunder and the value thereof under and according to the terms of this contract.

The first estimate shall cover the amount of work performed and the value of the materials properly set in place and incorporated into the herein described improvement since said Contractor commenced the performance of this contract, and each subsequent estimate, except the final one, shall be of the amount of



performance of this contract, and each subsequent estimate, except the final one, shall be of the amount of work performed and the value of the materials properly set in place and incorporated into said improvement since the last preceding estimate was made.

Such estimates of amount and quality shall not be required to be made by strict measurement, but shall be sufficient if they are made approximately only, and each such estimate shall be submitted to the Board of County Commissioners of Cook County and upon approval by said Board of Commissioners said County shall pay to said Contractor ninety per cent (90%) of the amount stated in said estimates.

At least one week before each payment falls due, said Contractor shall submit to said County Superintendent of Highways requisition for such payment, and, shall, if required, submit therewith an itemized statement of the quantities and cost and proportionate profit of work performed to the termination of the period to be covered by such payment, together with an affidavit setting forth that the items in said statement are true and just, that the services were rendered, that the articles or materials were furnished, that the sum claimed is due and unpaid, after allowing all just credits, that all labor, materials, apparatus, fixtures, and machinery furnished or used have been paid for, and if not, stating those not paid for, giving the amount due, to whom due, and for what due, attaching to said affidavit waivers of lien from those mentioned in said exceptions as having unpaid claims, and such affidavit shall contain such other matter as may be deemed necessary by the said County Superintendent of Highways to protect said County in its payments, and any such statement shall not be binding upon said County Superintendent of Highways.

There shall be deducted from the amount so determined for the first fifty (50) percent of the completed work a sum of ten (10) percent to be retained until after the completion of the entire work to the satisfaction of the County. After fifty (50) percent or more of the work is completed, the County may, at its discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five (5) percent of the total adjusted contract price.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and the acceptance thereof by said County, the Contractor will, upon notice from the said County Superintendent of Highways, (which notice may be given by letter mailed to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said County Superintendent of Highways, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said Contractor to so make good, repair or replace said workmanship or materials, said County may do so or have same done by others, and said Contractor and the surety or sureties on his bond given for the faithful performance of this contract shall be liable to The County of Cook for all damages and expense occasioned by such failure, refusal or delay.

It is expressly and mutually covenanted and agreed that all of the Plans and Specifications hereinbefore mentioned and this Instrument together are the documents forming the contract between said County and said Contractor and are correlative, and whatever may be provided for and required by one of said documents shall be as binding as if provided for and required by two or more of them.

The Contractor expressly agrees that not less than the general prevailing rate of wages as found by The Board of County Commissioners for The County of Cook in accordance with the provisions of "An Act regulating wages of laborers, mechanics and other workmen employed under contracts for public works", Approved June 26, 1941, as amended, or such wage rates as may be determined by the court on appeal as in said Act provided, shall be paid to all laborers, workmen and mechanics performing work under this contract. The prevailing wage rates as found by the said Board of County Commissioners are on file in the office of the County Clerk for the County of Cook.

It is expressly understood and agreed that if the said Contractor shall fail, refuse or neglect to comply with said contract and Plans and Specifications or any provisions therein contained, or to proceed according to the terms of said contract and Plans and Specifications or any part thereof, in the manner and at the time as directed by the said County Superintendent of Highways, then the said County shall have the right, and The Board of County Commissioners of Cook County is hereby given authority on behalf of the said County to declare this contract forfeited, and the said County may re-bid the whole or any part thereof upon such terms as it may see fit without prejudice to any of its rights herein.

It is expressly understood and agreed by the parties hereto that the County Superintendent of Highways shall fix and determine the amount of damages to be paid to said County by the said Contractor by reason of the failure or refusal to perform this contract or comply with the provisions thereof as aforesaid, and the said Contractor hereby agrees to be held liable for the amount so fixed and determined and agrees to pay such amount; and the said County shall apply in payment of any such amount so fixed and determined any and all sums on hand or due and owing to said Contractor, and if there be not sufficient money on hand or due and owing to said Contractor to balance and pay said amount so fixed and determined, then, in such case, any amount remaining unpaid shall be a valid and subsisting claim against the said Contractor and the surety or sureties on his bond given for the faithful performance of this agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Assurance Agency, Ltd. One Century Centre 1750 E. Golf Road Schaumburg IL 60173-		<b>CONTACT NAME:</b> Gail Kramer <b>PHONE (A/C, No, Ext):</b> (847) 797-5700 <b>E-MAIL ADDRESS:</b> gkramer@assuranceagency.com <b>FAX (A/C, No):</b> 847-440-9130	
<b>INSURED</b> Triggi Construction, Inc. PO Box 235 West Chicago IL 60186		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>CERTIFICATE NUMBER:</b> 908932480		<b>INSURER A:</b> West Bend Mutual Ins. Co.	<b>NAIC #</b> 15350
		<b>INSURER B:</b> New Hampshire Ins.	23841
		<b>INSURER C:</b> Travelers	36137
		<b>INSURER D:</b> TAS Insurance Group Inc.	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 908932480**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPA1415247	3/1/2012	3/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPA1415247	3/1/2012	3/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$			ZUP14P656812NF	3/1/2012	3/1/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC020635315	3/1/2012	3/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A A D	Equipment Floater Owner's & Contractor's Protective RR Protective -Chicago Heights			CPA1415247 CPA1776139 BINDER	3/1/2012 6/14/2012 6/14/2012	3/1/2013 6/14/2013 6/14/2013	Limit: \$100,000 Occ: \$2,000,000 Occ: \$5,000,000 Agg: \$2,000,000 Agg: \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Railroad Protective #2 - Canadian National: 6/14/12 - 6/14/13 BINDER TAS Insurance Group, Inc.  
Each Occurrence: \$5,000,000 General Aggregate: \$10,000,000  
Railroad Protective #3 - Union Pacific: 6/14/12 - 6/14/13 BINDER TAS Insurance Group, Inc.  
Each Occurrence: \$5,000,000 General Aggregate: \$10,000,000  
Re: Rt W56/State St-26th St to Joe Orr Rd Contract #12-23-187 Section #12-W5602-06-RP, Chicago Heights, IL  
Proof of Insurance  
Meets requirements under Article 108.07 of the Standard Specifications for Road and Bridge Construction.

**CERTIFICATE HOLDER****CANCELLATION**

Cook County Highway Dept.  
69 W Washington St. 23rd Floor  
Chicago IL 60607-3007

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Contractor Name: Triggi Construction, Inc.

STATE STREET

26TH STREET TO JOE ORR ROAD

## SCHEDULE OF PRICES

Section No.:

12-W5602-06-RP

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	1,230	CU.YD.	EARTH EXCAVATION	\$ 20.00	\$ 24,600.00
2	1	L.SUM	RAILROAD PROTECTIVE LIABILITY INSURANCE	15,000.00	15,000.00
3	530	SQ.YD.	SODDING	12.50	6,625.00
4	530	SQ.YD.	TOPSOIL FURNISH AND PLACE, 4 IN	2.50	1,325.00
5	200	EACH	INLET FILTERS	75.00	15,000.00
6	4,500	SQ.YD.	SUBBASE GRANULAR MATERIAL, TYPE B, 6 IN	5.00	22,500.00
7	1,500	FOOT	CUTTING HOT-MIX ASPHALT SURFACE	1.50	2,250.00
8	1,890	SQ.YD.	HOT-MIX ASPHALT SHOULDERS, IL-19.0, N30, 12 IN	60.00	113,400.00
9	370	SQ.YD.	HOT-MIX ASPHALT SHOULDERS, IL-19.0, N30, 6 IN	55.00	20,350.00
10	12,300	SQ.YD.	PAVEMENT FABRIC	4.50	55,350.00
11	2,300	SQ.YD.	PORTLAND CEMENT CONCRETE PAVEMENT, 10 IN	38.50	88,550.00
12	2,170	SQ.YD.	PROTECTIVE COAT	.01	21.70
13	7,550	FOOT	COMBINATION CURB AND GUTTER REMOVAL	5.00	37,750.00
14	1,000	SQ.FT.	CONCRETE MEDIAN REMOVAL	2.00	2,000.00
15	70,400	SQ.YD.	DIAMOND GRINDING CONCRETE PAVEMENT	5.25	369,600.00
16	2,300	SQ.YD.	PAVEMENT REMOVAL	15.00	34,500.00
17	710	SQ.YD.	CLASS B PATCHES, TYPE I, 10 IN	80.00	56,800.00
18	4,400	SQ.YD.	CLASS B PATCHES, TYPE II, 10 IN	80.00	352,000.00
19	9,400	SQ.YD.	CLASS B PATCHES, TYPE III, 10 IN	60.00	564,000.00
20	2,900	SQ.YD.	CLASS B PATCHES, TYPE IV, 10 IN	55.00	159,500.00
21	2,860	FOOT	CRACK AND JOINT ROUTING AND SEALING	1.35	3,861.00
22	22,850	FOOT	SEALING EXISTING TRANSVERSE JOINT	1.50	34,275.00
23	4,800	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	17.00	81,600.00
24	2,750	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	15.00	41,250.00
25	1,000	SQ.FT.	CONCRETE MEDIAN, TYPE C-4	7.00	7,000.00
26	6	CAL.MO.	ENGINEERS FIELD OFFICE, TYPE A	2,000.00	12,000.00
27	4	EACH	SURVEY MONUMENTS	500.00	2,000.00
28	1,120	FOOT	GUARDRAIL REMOVAL	5.00	5,600.00
29	870	FOOT	STEEL PLATE BEAM GUARDRAIL, TYPE A	20.00	17,400.00

(CONTINUED ON NEXT PAGE)

Contractor Name: Triggi Construction, Inc.

STATE STREET

26TH STREET TO JOE ORR ROAD

**SCHEDULE OF PRICES**

Section No.:

12-W5602-06-RP

ITEM NO.	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
30	5	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1, SPECIAL	\$ 2,125.00	\$ 10,625.00
31	5	EACH	TRAFFIC BARRIER TERMINAL, TYPE 2	925.00	4,625.00
32	3	EACH	CATCH BASINS TO BE RECONSTRUCTED	750.00	2,250.00
33	30	EACH	FRAMES AND GRATES, TYPE 24V	300.00	9,000.00
34	15	EACH	FRAMES AND LIDS TO BE ADJUSTED	250.00	3,750.00
35	10	EACH	FRAMES AND LIDS, TYPE 1 (CLOSED)	275.00	2,750.00
36	5	EACH	FRAMES AND LIDS, TYPE 1 (OPEN)	275.00	1,375.00
37	10	EACH	WATERPROOFING SANITARY FRAMES AND LIDS TO BE ADJUSTED	500.00	5,000.00
38	3	EACH	MANHOLES TO BE RECONSTRUCTED	750.00	2,250.00
39	2	EACH	VALVE VAULTS TO BE RECONSTRUCTED	750.00	1,500.00
40	1	EACH	VALVE VAULTS, TYPE A, 5 FT DIA WITH FRAME AND GRATE	2,500.00	2,500.00
41	5	EACH	CLEANING EXISTING CATCH BASINS	275.00	1,375.00
42	5	EACH	CLEANING EXISTING INLETS	85.00	425.00
43	10	EACH	CLEANING EXISTING MANHOLES	205.00	2,050.00
44	3	EACH	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	1,200.00	3,600.00
45	1	L.SUM	TRAFFIC PROTECTION	85,000.00	85,000.00
46	8,800	SQ.FT.	ERADICATION OF EXISTING PAVEMENT MARKING	.50	4,400.00
47	12,700	FOOT	PAVEMENT MARKING TAPE, TYPE III, 4 IN	.01	127.00
48	1,800	SQ.FT.	POLYUREA PAVEMENT MARKING, TYPE 1 - LETTERS AND SYMBOLS	4.00	7,200.00
49	1,300	FOOT	POLYUREA PAVEMENT MARKING, TYPE I - LINE 12 IN	2.00	2,600.00
50	950	FOOT	POLYUREA PAVEMENT MARKING, TYPE I - LINE 24 IN	4.00	3,800.00
51	56,700	FOOT	POLYUREA PAVEMENT MARKING, TYPE I - LINE 4 IN	.50	28,350.00
52	3,500	FOOT	POLYUREA PAVEMENT MARKING, TYPE I - LINE 6 IN	1.00	3,500.00
53	375	EACH	RAISED REFLECTIVE PAVEMENT MARKER	26.00	9,750.00
54	375	EACH	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	17.00	6,375.00
55	950	FOOT	DETECTOR LOOP, TYPE I	14.00	13,300.00
<b>TOTAL</b>					<b>\$2,363,584.70</b>

**BID DEPOSIT FORM****AS REQUIRED BY INSTRUCTION TO BIDDER OF/AND INCONJUNCTION  
WITH THE BID HEREWITH SUBMITTED****(THIS FORM MUST BE SUBMITTED WITH THE BID)****TO: COOK COUNTY HIGHWAY DEPARTMENT****BID FOR:** Rt #W56/State St=26th St to Joe Orr RdSection #12-W5602-06-RP CC Purchasing Contract #12-23-187**BID OPENING DATE:** 5/23/12**We deposit (subject to all condition of said proposal) the following  
described deposit check:****( ) Cashier's Check ( ) Bank Draft ( x ) Bid Bond ( ) Other****Drawn on:** \_\_\_\_\_ **of** \_\_\_\_\_  
**Bank City State****Draft or Check Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_**Amount: \$** 5% bid bond**Submitted by:** Triggi Construction, Inc.**Bidder**1975 Powis Road**Street Address**West Chicago, IL 60185**City****State****Zip Code****DO NOT WRITE IN THE SPACES BELOW****The above described Deposit Check is:**

<b>( ) Held</b> _____	<b>Date</b> _____
<b>( ) Mailed</b> _____	<b>Date</b> _____
<b>( ) Delivered To</b> _____	<b>Date</b> _____
<b>( ) Bond Substituted</b> _____	<b>Date</b> _____
<b>( ) Bond Mailed To</b> _____	<b>Date</b> _____

County of Cook  
Department of Highways

Proposal Bid Bond

Project State Street - 26th St to Joe Orr Rd  
Section 12-W5602-06-RP  
Date May 23, 2012  
Letting May 23, 2012

We Triggi Construction, Inc.

as Principal, and International Fidelity

Insurance Company as Surety, are held and firmly bound unto the County of Cook a body politic and corporate of the state of Illinois herein after called the County in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the County this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the County acting through its awarding agency for the construction of the work designated as the above section.

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the County for the above-designated section, and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish the required insurance coverage, all as provided in the Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the County determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the County acting through its awarding agency shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and said SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this 23rd day of May A.D. 20 12.

PRINCIPAL

Triggi Construction, Inc.

(Company Name)

(Seal)

BY:

Giovanni Difruscolo, President

(Company Name)

(Seal)

BY:

(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, seals and authorized signatures of each contractor must be affixed.)

SURETY

International Fidelity Insurance Company

(Name of Surety)

(Seal)

BY:

Sherene L. Hemler  
(Signature of Attorney-in-fact) Sherene L. Hemler

STATE OF ILLINOIS  
COUNTY OF COOK

Arthur Merkelz  
Giovanni Difruscolo

a Notary Public in and for Cook County, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)  
Who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.  
Given under my hand and notarial seal this 23rd day of May, A.D. 20 12, my commission expires 01/28/16

Notary Public



\*Improper execution of this form (i.e. Missing Signatures or Seal) or incomplete certification, in result in bid being declared irregular.  
\*\* If Bid Bond is used in lieu of proposal guaranty check, it shall be considered void and the bid shall be rejected.

(CC) K Proposal Bid Bond

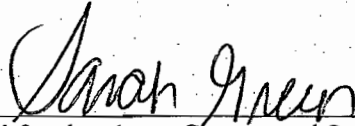
January 3, 2012  
1 Page(s) Total

*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this **23rd day of May, 2012**, before me personally appeared **Sherene L. Hemler**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Palatine, Illinois**, that (s)he is the **Attorney in Fact of International Fidelity Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Notary Public in and for the above County and State

My Commission Expires: **04/17/16**





# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

CAROL A. DOUGHERTY, SARAH GREEN, J.S. POHL, ROBERT E. KAPPUS, JAMES L. SULKOWSKI,  
ROBERT B. SCHUTZ, SHERENE L. HEMLER, STEPHEN L. WEBSTER

Palatine, IL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

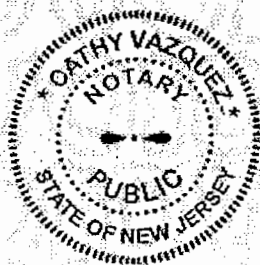
INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

A handwritten signature in cursive script, likely belonging to the Secretary.

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A handwritten signature in cursive script, likely belonging to the Notary Public.

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March. 27, 2014

## CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 23rd day of May, 2012.

A handwritten signature in cursive script, likely belonging to Maria H. Branco.  
Assistant Secretary